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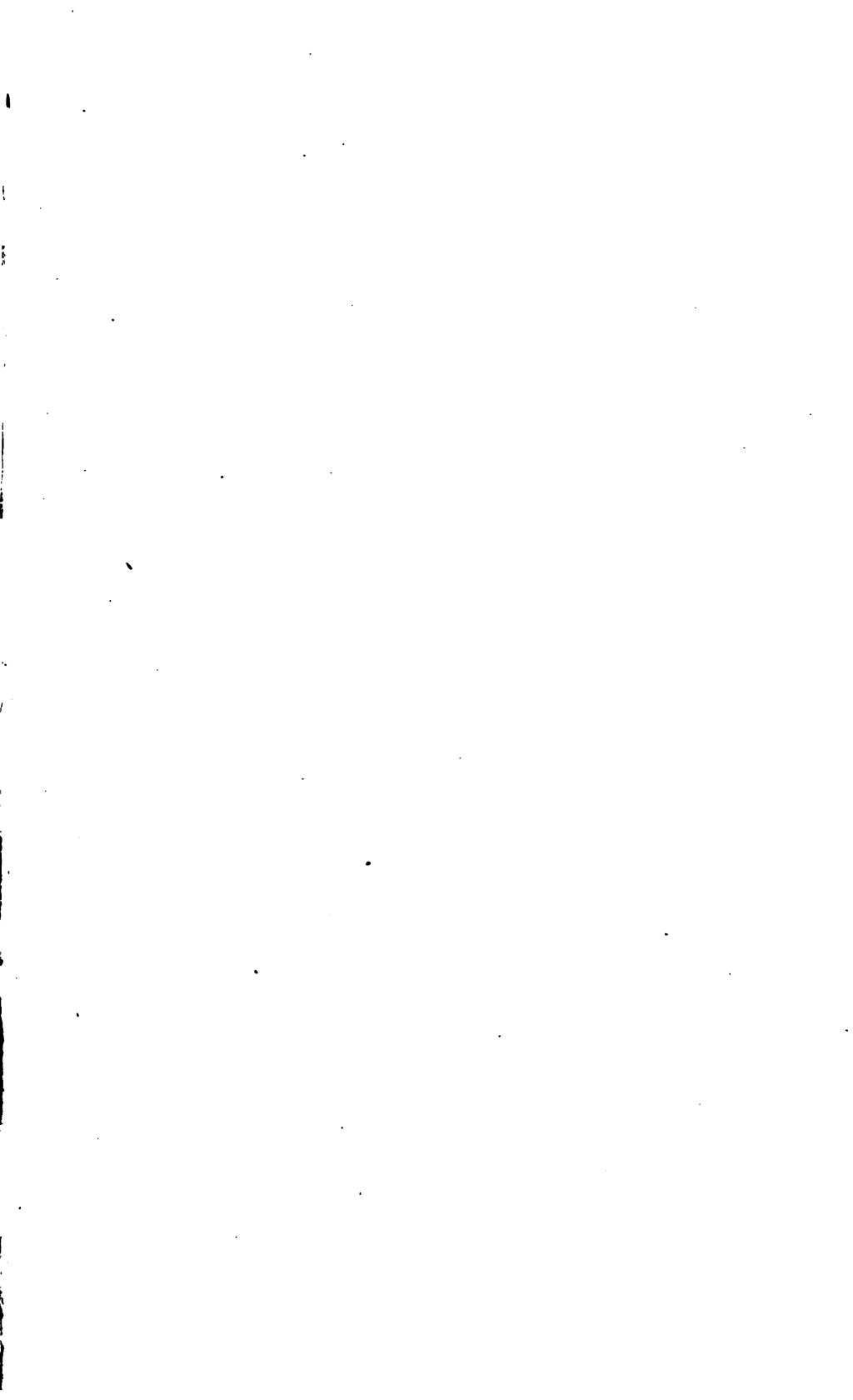
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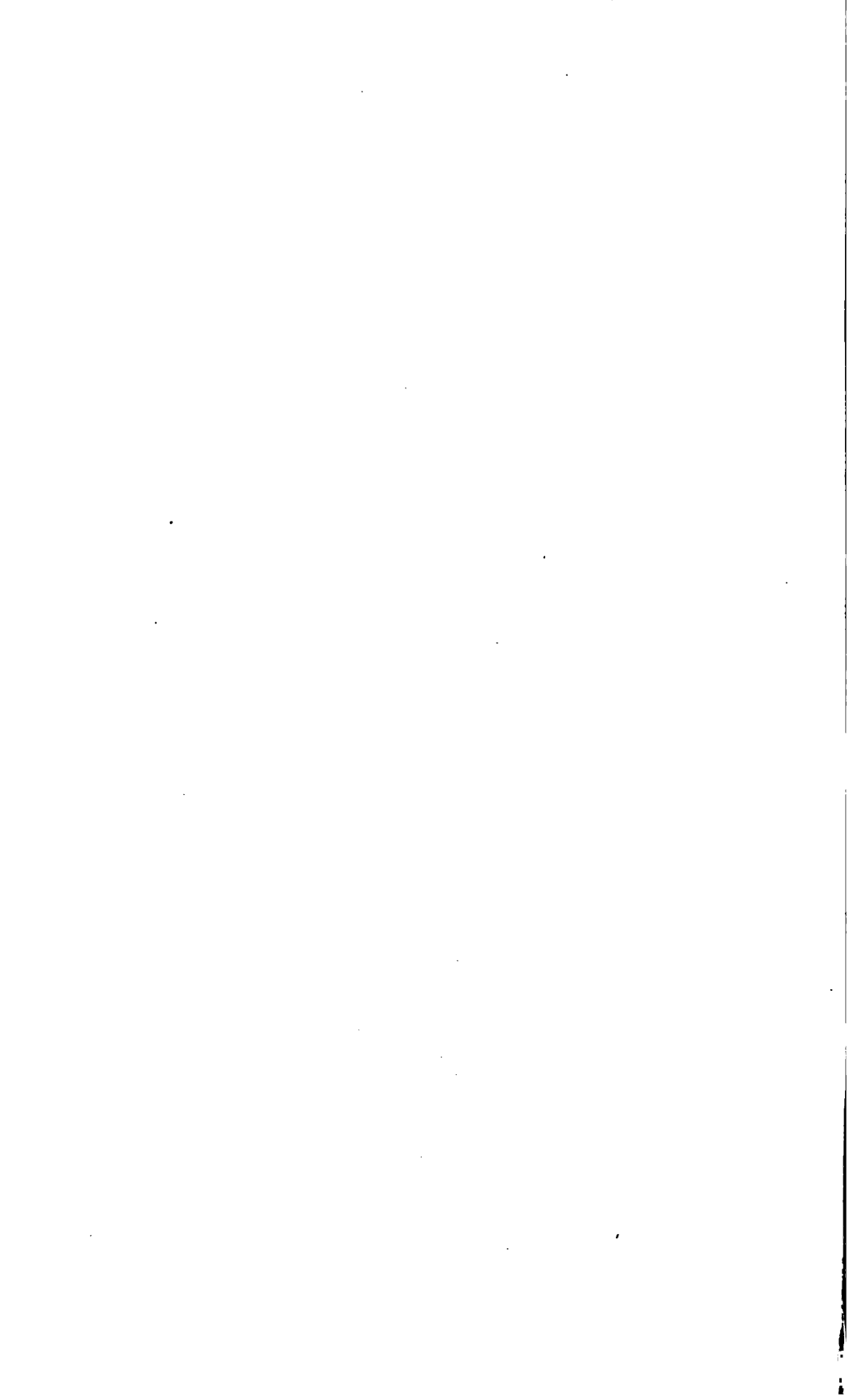
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AFFAIRS OF THE MEXICAN KICKAPOO INDIANS

HEARINGS BEFORE THE SUBCOMMITTEE OF THE COMMITTEE ON INDIAN AFFAIRS UNITED STATES SENATE

IN THREE VOLUMES

VOL. III APPENDIX

FEBRUARY 3, 1908.—Ordered to be printed with appendices
and illustrations

WASHINGTON
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On December 7, 1907, the subcommittee of the Committee on Indian Affairs of the United States Senate to investigate the affairs of the Mexican Kicking Kickapoo Indians,

Ordered, That the letters, affidavits, and other exhibits offered and made a part of the records of the hearings before a subcommittee of the Committee on Indian Affairs from February 8, 1907, to March 5, 1907, and of a subcommittee of the Committee on Indian Affairs from November 1, 1907, to December 7, 1907, be published as an Appendix to the hearings of the subcommittees and made a part of the record thereof.

II

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APPENDIX.

[Senate resolution No. 79, Fifty-ninth Congress, first session.]

In the Senate of the United States, February 14, 1906.—Considered and agreed to.

Mr. Penrose submitted the following resolution:

Resolved, That the Secretary of the Interior be, and hereby is, directed to report to the Senate of the United States the reason, if any he has, why he has not issued, as provided by an act of Congress approved March third, nineteen hundred and five, patents in fee simple to Okemah and his wife Thithequa, Wahnahkethehah, Noten, Tahpahthea, Shuckequah, and Neconopit, members of the Kickapoo tribe, heretofore allotted in the Territory of Oklahoma for land so allotted to them in said Territory. That the said Secretary be directed to further report why he has withheld payment to the Kickapoo Indians residing in the Republic of Mexico of the funds received by him for said Indians as the proceeds of the leases upon their individual lands in the Territory of Oklahoma.

He is further directed to transmit to the Senate all correspondence between his office or the bureaus thereof and his agents pertaining to investigations of the removal of the said Kickapoo Indians to the Republic of Mexico and their present condition in said Republic, together with all reports of inspectors or other officers of the Interior Department pertaining to said subjects, and the testimony taken by such officers or agents.

He is further directed to transmit to the Senate all reports of investigations made by inspectors of his Department into the conduct and business transactions of ex-special United States Agent Martin J. Bentley, detailed in charge of the Kicking Mexican Kickapoo Indians in Oklahoma during his entire term of service.

[H. R. 15331, Fifty-ninth Congress, first session.]

In the Senate of the United States. March 6, 1906.—Referred to the Committee on Indian Affairs and ordered to be printed.

AMENDMENT Intended to be proposed by Mr. Clapp (by request) to the bill (H. R. 15331) making appropriations for the current and contingent expenses of the Indian Department and for fulfilling treaty stipulations with various Indian tribes for the fiscal year ending June thirtieth, nineteen hundred and seven, and for other purposes, viz: Insert the following:

That so much of the act of March third, nineteen hundred and five (Thirty-third Statutes at Large, page one thousand and forty-eight), as reads as follows, "That the Secretary of the Interior be, and is hereby, authorized and directed to issue patents in fee to Okemah and his wife Thithequa, Wahnahkethehah, Noten, Tahpahthea, Shuckequah, and Neconopit, members of the Kickapoo tribe heretofore allotted in the Territory of Oklahoma for lands so allotted to them, in said Territory, and all restrictions as to sale, incumbrance, or taxation of said land are hereby removed," be, and hereby is, repealed.

STATEMENT OF MARTIN J. BENTLEY.

The resolution which was agreed to in the United States Senate, directing the Secretary of the Interior to advise the Senate why he had not issued patents to the Kickapoo Indians, as directed by the act of March 3, 1905, relates to seven Kickapoo Indians who voluntarily put their land into a pool, to be sold and to provide a fund with which to purchase a home for all the Kickapoos in Mexico. Those seven particular allotments

were selected for this purpose by the Kickapoos because some of them were valuable on account of being near the city of Shawnee, and others were the allotments of aged and childless persons. These lands were to be taken and disposed of; each of the allottees was to at first receive some small sum of money, and after the land had been purchased, and a tract satisfactory to them, if any money remained, after deducting the necessary expenses incurred in the transaction, any balance should be paid to the Indians according to their several interests. It is contended by the Department that the Indians were not paid a sufficient sum for these lands, when, as a matter of fact, the agreement with the Indians was made in good faith and has been carried out as far as possible, and the only reason that the entire deal has not been consummated has been that the Department of the Interior has not done as the law directed, and has thrown insurmountable obstacles in the way of lands being acquired in Mexico by sending its agents there to prejudice the Government against permitting the Indians to acquire lands in that country.

The property that the Kickapoos have elected to own in Mexico, and on which to establish their permanent homes, is a tract of land containing 238,000 acres, and now grazes 10,000 head of white-faced cattle, and out of the herds ranging upon this land fine beef cattle may be taken at any season of the year. The tract of land is an enormous basin, and is beyond question the choicest grazing land in the entire Republic. Is surrounded by mountains, which practically fence it, some of them rising to an elevation of nearly 9,000 feet. Beyond these mountains lie the great desert wastes of Mexico, so designated not because the lands are barren of vegetation, but because no surface water is found. These lands abound with black-tail deer, and will probably for centuries to come be an ideal hunting ground. It has been demonstrated that this species of deer practically live without water. The enormous yucca with its bloom stem, though like yucca filamentosa, but a thousand times larger, is full of moisture and blooms almost constantly, and while it kills and poisons the cattle kind it does not poison the deer, because he is of the bovine species that has no gall. The plan proposed is that the cattle on this large ranch shall not only furnish the Indians a large part of their subsistence, but will yield a revenue sufficient to provide their other limited necessities, and that when their estate in the United States is finally disposed of that enough of their funds be invested in bonds of the Republic of Mexico, so that the interest on these bonds will forever pay the taxes on their estate there.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, August 9, 1901.

Hon. M. S. QUAY,
Washington, D. C.

DEAR SIR: Your favor of the 7th instant, inclosing communication from Mr. Martin J. Bentley, of Shawnee, is at hand. After consultation with the Secretary, and upon looking over conditions at Shawnee, we have decided to change the situation at that place, and to place the Indians under the charge of the bonded superintendent of the school. While I am willing to concede that Mr. Bentley has done a great deal of good among these Indians, I think the time has arrived when the position of agent can be dispensed with. Nothing in Mr. Bentley's conduct of affairs has influenced this course. I return communication from Mr. Bentley.

With kind regards, I am, yours, truly,

W. A. JONES, *Commissioner.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, December 19, 1900.

M. J. BENTLEY, Esq.,
Assistant Special United States Indian Agent, Shawnee, Okla.

SIR: The office acknowledges receipt of your letter dated December 1, 1900, wherein you state that eight or ten aged and infirm Indians are bent on returning to Mexico where their children reside, and from whom they have been separated for twenty-five years.

You state that the lands of these Indians are under lease for sums sufficient to support them if permitted to go to Mexico; that they are supplied with ample funds and no aid from the Government.

In reply you are advised that this Office knows of no law that would prevent or hinder the peaceable departure of the Indians you refer to from their present homes. The Office assumes no responsibility whatsoever in the matter.

Very respectfully,

W. A. JONES, *Commissioner.*

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, August 19, 1901.

Mr. MARTIN J. BENTLEY,
Shawnee, Okla.

MY DEAR MR. BENTLEY: Your personal favor of the 14th instant received.

As I stated in my letter to Senator Quay, nothing in your record had anything to do with the determination of the Office to change the situation at Shawnee. It is in pursuance of a set policy adopted by the Office for the last two years of doing away as soon as possible with agents and to devolve the duties upon superintendents of schools. In fact, I want to congratulate you on the progress made by the Mexican Kickapoos since they have been in your charge. I feel sure that although you will not be connected with them officially, you will still feel a friendly interest in their welfare and will always be glad to give them any advice they may need. It is not known definitely what time the transfer will be made, but matters have so far progressed that it will not be possible to recall them at the present time.

With kind regards, I am, yours, truly,

W. A. JONES, *Commissioner.*

Extract from Senate Report No. 5689, Fifty-ninth Congress, second session, to accompany H. R. 22580.

CLAIM OF KICKING KICKAPOOS.

This matter was before the committee at the last session of Congress and the provision for their relief was inserted in the bill by the committee. The Senate adopted the amendment so far as it related to some money then in the Treasury, but rejected the amendment so far as it related to payment for the lands, being the item now reported.

In support of the amendment the committee inserts its report of last session.

[Senate Report No. 2561, Fifty-ninth Congress, first session.]

OKLAHOMA.

KICKING KICKAPOOS.

History of that tribe or band of Indians known as Mexican Kickapoos.

On October 25, 1824, the Kickapoo Indians, in company with the Shawnee Indians, presented themselves to the alcalde of the city of Austin, in the then Republic of Mexico, to whom they stated that they were being crowded and pursued by the Anglo-Saxon race in the North, and that they desired to acquire land and a home with the Mexican people. This alcalde took up the matter with his superior officer, the governor of the province, representing to him that the Shawnees and those affiliating with them were both "entertaining and industrious," and he believed that if they were given some territory to the north of the capital, which was often in those days raided and harassed by the attacks of the Wacos, Comanches, and other hostile and refractory Indians, who then lived in and infested that region, they would be a protection to the capital.

The King of Spain, Charles III, made a concession to these Indians, granting to them all that tract of country lying north of where the San Antonio road crosses the San Angelo River, the boundary to continue up said river to its source, then east to the Sabine River, and down said river to the crossing of the San Antonio road, and accordingly the Kickapoos, Shawnees, and some Cherokees and Delawares, who affiliated with them, settled upon this tract, where they resided from about the year 1825 to 1842, at which time the Indians had one permanent village on this tract, containing more than 700 inhabitants.

The provisional government of Texas, during the time it was a republic, through its duly appointed commissioners, made a treaty with these Indians wherein this grant to them was ratified. Afterwards a second treaty was made whereby the Republic of Texas acquired this tract, and the Indians were, by consent and at the expense of the State, moved to another grant of land, 40 miles square, northwest of the present capital of Texas, which is known and designated in the annals of Texas as a service grant. The Indians occupied this tract and the plains of western Texas until the time of the early agitation preceding the civil war. When Gen. Sam Houston counseled with the Indians and persuaded them to move out of the State of Texas, he advised them that there was going to be war and that they had better move into

the Indian Territory where they would be less liable to molestation, and accordingly the Indians moved. Some settled on the Little Red River, in southwestern Indian Territory, and the Shawnees and Kickapoos settled farther north. The Shawnees occupied the country along the Little River, which is now in Pottawatomie County, Okla., and the Kickapoos occupied the country along the North Canadian River and Squirrel Creek, between the present cities of Shawnee and Tecumseh, Okla.

The acute agitation growing out of the civil war proved exceedingly annoying to these wild Indians. First the North and then the South appealed to the Indians to take sides with them. The Shawnees, who were their neighbors on the South, were loyal to the United States; they removed to Walnut, Kans., where the able-bodied members of the tribe enlisted, and became a part of Company K of the Fourteenth Kansas Cavalry. The Seminoles, who occupied the country immediately to the east, were owners of slaves, and naturally sympathized with the South. Chief Big George (Mah che ma net), of the Kickapoos, who in history should be known as their Tecumseh, said to his people, "We do not understand what these white people are wanting to fight about; none of them have injured us, and why should we stain our hands with their blood? We will leave and go to the wilds of Texas, and take no part in this fight." And, accordingly, the Kickapoos, in the early fall of 1862, broke camp and started south a thousand strong, their objective point being the Little Concho River, Tom Green County, Tex. In December of that year they arrived at the ranch of William Tankersley, which is 2 miles from the present town of Knickerbocker, Tex.

Mr. Tankersley, who, though very old, is still living and prominently known in Texas, states that the Kickapoos appeared at his ranch, having with them a large herd of horses, in the early winter of 1862. Though alone at his home, he states that he invited the Kickapoos to camp, which they did, getting water from his well to prepare their dinner, and that he sold them such provisions as he could spare. He had known many of them years before. They had assisted him in recovering stock that had been stolen from him by the Comanches and other thieving Indians who then roamed over the great plains of Texas. He says he invited them to make a permanent camp on his possessions on the river, 4 miles from his ranch house, and that after dinner they proceeded to the place designated by him. The next day a large company of Confederate cavalry appeared at his place, inquiring for the Kickapoos. He assured the officer in command that he need not be concerned about the Kickapoos—that they were friendly and would, during the war, be a protection to him and the neighboring ranchmen against the raids of other hostile Indians who had become emboldened because of the absence of many of the Texans, who were absent on account of the war. To this the officer replied that the Kickapoos had many fine horses, which interested him more and would be of more value to the Confederacy than Indian friendship, and he proceeded to pursue and attack the Kickapoos.

When the Indians saw the cavalry approaching, they sent forward an old buck bearing a white flag, and accompanied by an aged squaw on either side. As soon as the cavalry came within range, this trio was ruthlessly shot down and the main camp charged upon. Though not anticipating this attack, the Indians offered stubborn resistance, and 16 cavalymen fell from their horses, mortally wounded. Then the cavalry retreated for reinforcements, and did not venture to return for their dead for two days. The Kickapoos hastened to break camp, and started for Mexico, thinking that Texas had declared war upon them, and the path of death they left behind them is a matter of Texas history. They forded the Rio Grande River and entered Mexico at the north end of the Sierra del Carmin Range. They followed down this range far into the State of Coahuila, finally taking up their home at Nacimientito.

The whole region around this place was then occupied by the fierce and murderous Lipans, Apaches, and Comanches, who had driven the Mexican population entirely out of the northern part of the State and as far south as the city of Muzquis, Mexico.

The State and Federal authorities welcomed these Indians, because they were a protection to the peaceful native population of the country and in remembrance of the protection that these same Indians had been to them when Texas was a part of the Republic, in 1824. The President, Benito Juarez, made a service grant to them and a treaty with them, by the terms of which the Kickapoos agreed to and did render the Mexican Army valuable service in exterminating the Lipans and in subduing and driving the Comanches beyond the borders of Mexico.

Thus it will be seen that these Indians, from 1824 to 1874, a period of fifty years, had lived practically all their lives either in Texas, when it was a part of Mexico, or in the present Republic. As a matter of fact all the Kickapoo Indians of the age of 20 years or over, at the time of the opening of their land in Oklahoma, were native-born Mexicans. Even Big Jim (Wah pah meh ah peto) (Plain Straight Road) the last chief of the Shawnees and the grandson of Tecumseh, was born on the Angelo River, in what was then Mexico, where he died. By reason of their nativity and of

race similarity and their acquisition of the Mexican language, these Indians naturally consider Mexico their home.

For several years after the civil war they continued to raid the country east of the Rio Grande River, stealing large herds of horses and cattle from Texans, which they drove across the Rio Grande River, where they were secure with their plunder. A considerable renegade element of Mexicans operated with and encouraged them in this, and they were a constant source of annoyance and danger to the border ranchmen of Texas.

The cavalry stationed at Fort Bracket and Fort Stockton were kept constantly employed in pursuing these and more often other Mexican Indians who then preyed upon the west Texas ranchmen. All the cavalry could do was to follow the Indians to the Rio Grande River, and the Indians, once on the other side, were immune from further pursuit.

Major MacKenzie, then in charge of the cavalry at Fort Bracket, became so exasperated by his repeated failure to check or capture these Indians, that, without instruction from the War Department, and in total disregard of international law, he headed his command across the Rio Grande River and followed the Indians through one of the most rugged and mountainous countries on the American Continent to the Kickapoo Reservation, 150 miles from the Rio Grande River in the interior of Mexico, where he shot down and murdered the Indians who resisted, capturing the women and children and all who would submit to capture and then returning them as prisoners of war to the American side. It so happened at the time of the MacKenzie raid that a very considerable number of the male adults of the tribe were absent on a hunting expedition, and upon their return where the wife and all the children had been taken the father followed and united with his family where they were temporarily held as prisoners of war at San Antonio, Tex.

From the time of this raid until the military authorities arrived with the Kickapoos as prisoners of war in what later by Executive order became known as the Kickapoo country, about one year's time was consumed. The records of the war department of Mexico, which were made on account of the international agitation growing out of the MacKenzie raid, show that 176 Indians escaped capture by the American military and remained in Mexico.

In 1876 the reservation of the Kickapoos in Oklahoma was set aside for them by Executive order, and pursuant to the treaty of 1863 with the Kansas Kickapoos, which provided for those in Kansas and the absentees who were now known as the Mexican Kickapoos. Between that time and 1890 they maintained communication more or less with their relatives in Mexico. And they all continued to speak the Spanish or Mexican language, while none of them could speak English.

In 1891 the Jerome commission went to the Kickapoo Reservation in Oklahoma for the purpose of negotiating a treaty for the purchase of their surplus lands and providing for an allotment of 80 acres for each Indian. A council was held, and at that council one man voted in favor of the proposition and every other vote was against it. The Kickapoos refused to consider any question as to the sale of their land or the allotments of their lands in severalty. Later another council was held and the Indians voted as before, though a treaty was prepared by the commission, and on August 16, 1891, two delegates, one a white man, were appointed to accompany a white man by the name of John T. Hill to Washington, the commission having agreed and stipulated in the proposed treaty that ~~this~~ man Hill should receive \$5,000 for aiding the commission in seducing or deceiving these Indians into making some kind of a treaty that would stick. The instructions given to this delegation were to make no sale of the lands, but to protest against any treaty or sale except that, if nothing else could be gotten or done, to take a diminished reservation. In 27 Statutes, 559, appears what purports to be an authorization signed by the adult males of the tribe. As a matter of fact these names were forged and are with very few exceptions names of parties who either did not exist or who can not now be identified on the allotment roll since made. A few can be, and these few have always insisted that they never knowingly made any agreement providing for the allotment of their lands in severalty. In 1895 the surplus lands of the Kickapoos, or those in excess of an allotment of 80 acres each to them, were opened to homestead entry and settlement, and this was followed by the immediate destruction of practically all the game in that country. Prior to that time there had been a considerable quantity of deer and wild turkeys, but within three months the white settlers had killed or driven off everything of this character and had stolen or killed practically all the stock of the Kickapoos.

That element of the Kickapoo tribe known as Kicking Kickapoos steadily refused to recognize the legality of the treaty or their allotment. They lived in a village near what is now Wellston, Okla., upon lands that had been set aside for school purposes. The Territory of Oklahoma had leased these lands to white settlers, who were demand-

ing possession, and in the winter of 1896 the Indian agent then in charge of the agency having under its jurisdiction the Kickapoos had recommended to the Department of the Interior that a company of cavalry be sent from Fort Reno to assist the agent in forcibly ejecting the Indians from these school lands, and to aid him in herding the Indians out on their allotments in the North Canadian Valley, 15 miles south from the school lands. He thought the presence of the cavalry would aid him in compelling the Indians to accept their allotments and to cause them to recognize his authority over them.

The Kickapoos in some way became aware of his intentions, and a delegation consisting of their strongest men came to Washington to see the President, and to learn from his own lips if the supposed great and good Government of the United States was going to insist on this lying, as they put it, and fraudulent treaty being put into effect by military force. Notwithstanding the fact that this treaty paid them 35 cents an acre for their land, when the other more civilized tribes surrounding their reservation who could speak English were paid \$1.25 and \$1.50 an acre, and that everybody connected with the Government knew that the treaty was the basest kind of forgery and deception, the Commissioner of Indian Affairs, the Hon. D. M. Browning, told them when they called on him that they were a pack of dirty, kicking scoundrels, and ordered them out of the Indian Office, and warned them not to return, sent his messenger to Beveridge's Hotel, telling the proprietor to kick them out into the street; that they were a lot of dirty, kicking vagabonds; that the Government had no use for them, and would not pay for any subsistence or shelter that he might give them.

They then appealed to President Cleveland who, in the presence of the writer, told them that he was aware that they had been robbed and deceived; that he was ashamed of his countrymen for such doings; that, while he could not undo the great wrong that had been done them, he was willing, so far as was in his power, to aid them; that they should not only be fed and sheltered while in Washington, but should be provided with clothes and any other necessities; that if they would try to make the best of their sad situation he would ask Congress to appropriate money to enable them to erect new homes and to improve their lands and to start life anew, and that he would permit them to nominate their own agents.

Both the Secretary of the Interior and the Commissioner of Indian Affairs, in view of having so harshly treated the Indians, and of their prejudice against them, because they would not yield to imposition, strongly opposed the President's disposition, and the Secretary insisted that they should not be permitted to nominate their agents, but the President's well-known will prevailed, and he in every way fulfilled his promise to the Kickapoos. This just and reasonable treatment inspired the confidence of the Indians, but increased the prejudice of the Indian Department against them, and the heads of the divisions of the Indian Office from that day to this have despised the Kickapoo Indian.

The Indians, under the new condition brought about by the President's interference, moved onto their allotments, built houses, broke new lands, and became tillers of the soil in earnest, and in 1901 they were in a prosperous and progressive condition. At this time the Department over their protest put them under the jurisdiction of a bonded school superintendent, and a new and different policy was adopted. In a few weeks after this change their mules were stolen and driven away by white people; a trader's store was established by friends of the agent, near the agency, which destroyed the credit of the Indians elsewhere, and with the result that the Indians had to pay twice as much for goods as they had heretofore.

The renegade element of neighboring tribes found that they could prey upon these Indians, and without interference, and the Kickapoos again fell into a state of disaffection; they said, "The Government has quit our agent and we will quit the Government and go back to Mexico, where we can have our own agents and have some voice in the conduct of our affairs." And they moved, and would be contented and successful in their new location if their affairs could be taken entirely out of the hands and control of the Indian Department, and they left to do for themselves as the other half of the tribe has done for forty years in Mexico.

A special agent was detailed during the summer of 1905, by the Department, who visited the President of the Republic of Mexico and the governor of the State in which the Kickapoos had their home, advising the executive officers of the Federal and State governments that a renegade element of wild American Indians was being located in their country, and against the will and wish of the United States, and that his great and good Government had sent him to warn its sister Republic of the character and of the danger of these undesirable emigrants.

That one vicious disreputable white man had induced the Indians to come into their country, and to properly portray the character of this man he cited the gullibility of the American Congress, and the fact that the great Department of the Interior

had sent him to Mexico to investigate and report whether or not this white man had secured legislation from the American Congress by improper methods.

At the instigation of this agent of the Department of the Interior, and under the above representations, he elicited the aid and support of the Mexican courts, and American citizens were put in duress and deprived of their liberty that he might interrogate them, under an order of the Mexican courts, as to whether they were guilty of bribing Senators and Congressmen of the American Congress in procuring legislation to carry out this awful scheme of aiding a few Indian families to be reunited in the Republic of Mexico.

Telegrams and letters were sent to other agents of the Department in the United States, who, at their instigation, were interviewed, and whose slanderous and libelous statements and publications were such that the party assailed was compelled to seek redress by instituting suit in the United States district court for damage and libel.

The resolution, which was agreed to in the United States Senate, directing the Secretary of the Interior to advise the Senate why he had not issued patents to the Kickapoo Indians, as directed by the act of March 3, 1905, relates to seven Kickapoo Indians who voluntarily put their land into a pool to be sold and to provide a fund with which to purchase a home for all the Kickapoos in Mexico. These seven particular allotments were selected for this purpose by the Kickapoos, because some of them were valuable on account of being near the city of Shawnee, and others were the allotments of aged and childless persons. These lands were to be taken and disposed of, each of the allottees was to at first receive some small sum of money, and after the land had been purchased, and a tract satisfactory to them, if any money remained, after deducting the necessary expenses incurred in the transaction, any balance should be paid to the Indians according to their several interests.

It is contended by the Department that the Indians were not paid a sufficient sum for these lands, when, as a matter of fact, the agreement with the Indians was made in good faith and has been carried out as far as possible, and the only reason that the entire deal has not been consummated has been that the Department of the Interior has not done as the law directed, and has thrown insurmountable obstacles in the way of lands being acquired in Mexico by sending its agents there to prejudice the Government against permitting the Indians to acquire lands in that country.

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REV. DEAR SIR: The Oklahoma Kickapoo Indians, who have been within the limits of my parish since they came over to this country, tell me that you have been their friend, and therefore request me to write to you, giving you an idea of their status here, and asking you to see that their interest money and lease money should be forwarded to them at Eagle Pass, Tex.

They understand that a rumor has gone forth that they are about to return to the United States, because the Mexican Government had ordered them to leave the country. To all of which they ask me to give a denial in their behalf.

For my part I can state that the Mexican Government is not at all opposed to their remaining in this country. What the Government will not allow them is this, to settle at El Nacimiento on the lands of the Mexican Kickapoos. For although the Oklahoma and Mexican Kickapoos belong to the same tribe and, moreover, are con-

nected by numerous tribal relationship—in some cases the nearest possible, for instance, brother and brother, father and son, mother and son—the Government deems it more convenient to keep them apart; as I was of a different opinion (and still I am) last year in March I went to Mexico City to see our President, D. Porfirio Diaz, about this affair. I tried my best to convince him of the advantages which might be had by rejoining the two branches of the tribe, but in vain. That is the reason why the Oklahoma Kickapoos had to leave again the land of "El Nacimiento," on which they had established themselves right after returning to this country, considering that place was their home when they had arrived to stay. The President, as well as the secretary of colonization, De Manuel Gonzales Cosio, told me the said Indians might buy some landed property or farm whereon to live without any fear of being troubled as long as they would obey the law and respect the property of the landowners when hunting or cutting timber, and so forth.

This is precisely what these Indians have been about since then. At present they are considering the purchase of either the hacienda De Piedra Blanca, or that of Zamore. The first named is very suitable for cattle raising and surrounded by extensive hunting grounds in the mountains. It is situated at about 40 leagues northwest from here; the other, a very short distance from the town, is all first-class farming land with an abundance of water for irrigation. But what can they do without having at their disposal the money to which they are entitled, or at least being sure of getting it in time? Therefore, they shall be very grateful to you, dear Father, if you will have the kindness to help them to get their money. Before concluding this letter allow me to state the following facts:

First. The Kickapoos consider Mexico as their country, in accordance with the traditions of their tribe (with regard to their traditions, I may mention that they keep with great care two large-sized silver medals of merit with the respective diplomas, Medalla Grande de Merizo de Capitan, with which King Charles III of Spain decorated two of their chiefs).

Second. The Mexican Government under Benito Juarez rewarded their valuable services in the war against the hostile tribes of the Comanches, Lipans, and others with the grant of two squares each of land at El Nacimiento.

Third. The Oklahoma Kickapoos went to the Indian Territory a little more than thirty years ago, not spontaneously, but obliged by force, for in 1874 a Captain MacKenzie, making with his soldiers an inroad into this State, came to El Nacimiento when most of the Indians were absent on a hunting expedition, and after capturing all the Indians he could take by surprise, principally women and children, he took them along to the United States as prisoners of war. Of this I myself have been an eyewitness.

Thanking you beforehand for anything you may do in favor of the Oklahoma Kickapoos, I remain, dear Father,

Very sincerely, yours in Christ,

FRANCISCO DE P. ANDRES,
Presbiter, Muzpuiz, Coahuila.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, April 5, 1906.

Hon. MOSES E. CLAPP,

Chairman Senate Committee on Indian Affairs, Washington, D. C.

SIR: In response to the oral request of your committee, at the instance of Senator La Follette, for a report on an amendment to the Indian appropriation bill which he had in mind to propose, I beg to submit the following:

The amendment is preceded by a preamble of considerable length, and is intended for the relief of the Mexican Kickapoo tribe of Indians in Oklahoma.

By the first paragraph of the preamble the fact that the "treaty" was concluded with these Indians on the 9th of September, 1891, is stated. The second paragraph declares that these Indians ceded 183,965 acres to the United States at 32½ cents per acre. The third paragraph declares that the Government is disposing of the lands not allotted in severalty to these Indians at \$1.50 an acre, while the concluding paragraph of the introduction declares that the Indians concluded the "treaty" under a misunderstanding as to the price to be paid.

It enacts that there shall be appropriated, out of any money in the Treasury not otherwise appropriated, the difference between the amount paid the Indians and the sum that the lands would bring at \$1.50 per acre, or \$215,239.

It is provided that after a census is made by some person nominated by the chief and council of the tribe, whose appointment shall be indorsed by the Secretary of the

Treasury, the roll so prepared shall be made in triplicate and approved by the chief and councilmen of the tribe. It is to include the names of all members living on the 1st day of May, 1906. The census and enrollment are to be attested under oath by the persons appointed to make the census and enrollment, and it is to bear the approval of the Secretary of the Treasury before any payments are made.

It is further provided that the money appropriated shall be divided equally and distributed among the Indians so enrolled, the shares of the minors to be paid to the parents or next of kin having the care and custody of the minors, and the receipt of the United States from the payee in every instance is to be deemed a receipt in full for all demands on the United States and shall be held to be a final settlement by and between the Government and the Mexican Kickapoo tribe of Indians and all members thereof to whom payment or distribution is made.

Before treating of the provisions of the amendment, it is deemed advisable to invite attention to the history of these people and to examine the title they had to the lands for which it is now proposed to pay them. I quote the office records.

As far back as 1863 or 1864 a considerable number of the Kickapoos, then living in Kansas, being dissatisfied with the provisions of the treaty of June 28, 1862 (13 Stat. L., 623), left their reservation and went to Mexico, joining a number of their people who had gone there some years before. These Indians became a source of annoyance to the frontier settlements in Texas.

By the act of July 15, 1870 (16 Stat. L., 359), \$25,000 was appropriated to collect bands of Kickapoos and other Indians roaming on the borders of Texas and Mexico and locate and subsist them in the Indian Territory. By the act of March 3, 1871 (16 Stat. L., 569), \$40,000 more was appropriated for the removal of these Indians to a reservation within the United States and for their subsistence thereon. The efforts made under these acts failed.

A commission was appointed to make another attempt to remove them to some point in the Indian Territory. This commission in 1873 succeeded in removing three or four hundred of them to Indian Territory, where they were joined by 114 others in 1875. In 1876 they were reported as numbering 312, while in 1883 they numbered 418.

These Indians were located on the lands for which the amendment proposes to pay them. The tract on which they lived was bought by the United States from the Creek Indians under the provisions of the treaty concluded June 14, 1866 (7 Stat. L., 786), article 3. The Creeks were paid 30 cents per acre. After the Kickapoos were removed to this tract of land on motion of this Office the President, on August 15, 1883, by Executive Order set aside the lands under consideration for the use and occupancy of the Kickapoo Indians.

Here, then, is their title to the lands for which it is now proposed to pay them an additional sum over and above the price agreed on. Their care and control was a constant source of trouble and annoyance, the Indians refusing to do anything for themselves or to take any steps which would lead to the breaking up of their tribal relations and their savage mode of life.

Finally an agreement was concluded with them on September 9, 1891, which was approved by the act of March 3, 1893 (27 Stat. L., 557). By this agreement the Kickapoos ceded, conveyed, transferred, and relinquished, forever and absolutely, without any reservation whatever, all their claim, title, and interest of whatever kind or character to the lands in question. Each member was given the right to an allotment and they were paid \$64,650.

In this connection attention is invited to the provisions of article 5 of the agreement, specifying the amount of money that shall be paid to the Indians. It reads:

"In addition to the allotments above provided for and the other benefits to be received under the preceding articles, and as the only further consideration to be paid for the cession and relinquishment of the title above recited, the United States agree to pay the said Kickapoos," etc.

As to the allegations that the representatives of the Indians concluded the agreement under a misunderstanding as to the price to be paid, I think the history of the transaction as it appears on the Government records wears enough of the guise of regularity to call for further investigation before accepting the charge of deception, either intentional or accidental, as proved. The commissioners appointed to obtain the agreement first negotiated with the Indians in Oklahoma, and the form the agreement was to take was there drawn up under date of June 21, 1891, but the matter was held open and finally completed on the 9th of September, 1891, in this city, the cause for the delay being that the Indians did not wish to take lands in severalty but preferred a diminished reservation in common.

In their report the commissioners say that negotiations were suspended in Oklahoma because only four members of the tribe would sign the contract as drawn. After the commission left the reservation the Indians began to hold general councils of all

their people and kept this up for six or seven weeks. On August 21, 1891, the Indians asked the commissioners to meet them at Oklahoma City, which they did. The Kickapoos were then represented by seven men, whom the commissioners say they knew to be head or leading men of the tribe. They exhibited a power of attorney or instrument of authority empowering three men named therein to make an agreement for the sale of their reservation, but stipulating that the agreement should be concluded in this city. All the details of the agreement were settled at Oklahoma City except this matter of allotment or holding the reservation in severalty.

The delegation and the commissioners came here and discussed the matter fully with the Secretary of the Interior, who decided on September 9, 1891, that the Indians should take allotments in severalty. The names of 51 persons were then signed to the agreement by the three men alleged to be empowered to act for the tribe. Agent Patrick certified that from the best of his information the male adults of the tribe numbered about 50, and that he was certain they did not exceed 50.

On the return of the delegation of Indians to Oklahoma, Agent Patrick reported on November 5, 1890, that a council was called, but nothing was done because of the absence of the interpreter who accompanied the delegation; that afterwards another council was held, at which the agreement was explained and a vote taken, nearly unanimous satisfaction being expressed. Afterwards there appears to have been a split, one faction expressing itself as dissatisfied and the other as pleased with the agreement. These two factions were of nearly equal strength.

From the records, therefore, it appears that the Government has twice paid for the lands, and the proposed amendment would authorize a third payment. First, it bought the lands of the Creeks at 30 cents an acre, then purchased the possessory right of the Kickapoos for a little more than 32 cents, which was stipulated to be the final and only compensation they were to receive, and the proposed amendment is designed to give them something more than \$1.17 per acre additional. The committee may form its own conclusions as to how much of a title the Kickapoos had to the land. All that they received was obviously a mere gratuity given them in the hope of inducing them to settle down in one place and become citizens.

Now, as to the means proposed for making this payment. The provision that a census shall be made by some person nominated by the chief and council of the tribe, who shall be indorsed by the Secretary of the Treasury, is open to objection. First, the Treasury Department having nothing to do with Indian affairs, any legislation which seeks to transfer to it administrative duties for which the Interior Department is maintained introduces a foreign element to no advantageous purpose, as far as I can see; second, there is no recognized chief of the Kickapoos, who are divided into two bands of about equal number, each headed by a person who claims to be chief. Practically all of one faction are in Mexico and all of the other in Oklahoma. It seems to me that any provision of this kind should authorize an enrollment through the usual channels, either by a person to be specially employed or an inspecting officer regularly commissioned under the Interior Department. The provision that the roll shall be first approved by the chief and councilmen is open to objection on the same lines.

I am of the opinion that the amendment would be strengthened by adding the clause—

"That any of such Indians and their descendants who shall have permanently left, or may hereafter permanently remove from the United States, shall thenceforth be no longer wards of the Government and shall not be recognized by any Department thereof as being entitled to any benefits as Indians."

I am not seeking to interpose any objections to this measure, but feel it my duty to say that there is nothing in the records of my Office which I feel would warrant my giving it an affirmative approval.

Very respectfully,

F. E. LEUFF, *Commissioner*.

The representatives of the tribe submit the following statement in relation to the Kickapoo Indians of Oklahoma for the difference between 32½ cents per acre and \$1.50 per acre:

Under the stipulations of an alleged treaty, concluded with the Mexican Kickapoo Indians in the Office of the Secretary of the Interior, in the city of Washington, dated September 9, 1891, the Kickapoo Indians ceded to the United States 183,965 acres, at 32½ cents per acre.

These ceded lands were, under the act of March 3, 1893, open to homestead entry at \$1.50 per acre; and it is the contention of the Kickapoo Indians, first, that they never made any treaty, that the alleged treaty was never in any sense understood by them, and, second, it is contended for them that had the treaty been made understandingly

they would have been entitled to the difference between 32½ cents per acre and \$1.50 per acre, received by the Government.

In support of the contention that the treaty was never understood, that the Kickapoos were not of a disposition that would entitle anyone to believe they would entertain a proposition to take their land in severalty, brief reference is here made to the report of the Indian agent in charge of the Indians immediately preceding the time of the making of the alleged treaty. On page 364 of the Commissioner's Annual Report for the year 1891 will be found the following paragraph: "It is exceedingly difficult to get them to accept any innovations into their customs and usages of living. Especially has it proven a tedious process in the case of allotment. The Cherokee Commission met this tribe in council in 1890 and once during the present year, at all of which councils the common result was reached, the Indians absolutely refusing to treat for the sale of the residue as surplus land.

"At the last meeting with them the argument was presented that they were situated on their present location merely by Executive order, a clemency that at any time might be revoked and the same power used to remove them to other land; that they should take advantage of the present opportunity to secure a permanent home and a good competency arising from the sale of the surplus. To this they replied that the reservation was no larger than sufficient for their needs; that to become definitely located would be to destroy their visiting feasts and dances; that if they did not own the reservation it would not be right to dispose of that which did not belong to them, and if it was theirs they did not wish to sell it. The Commission could no nothing further with them, and here the negotiations for the present were ended."

Quoting further from the same page in support, "the past year, owing to the failure of the crops from drought, they were almost in a condition of famine, several of them actually starving to death. On representation of the facts, I obtained authority to purchase for them seven months' rations out of the fund appropriated for the support of Kickapoos. After the provisions were purchased, they actually refused to enroll for the purpose of drawing the same, notwithstanding their starving condition, and the rations had to be sold. The cause of this was their fear that the enrollment might in some way serve to force an arbitrary allotment upon them.

"The facts are that no actual enrollment had been made of these Indians by their consent and that at the time of the execution of the alleged treaty the agent in charge of them could only give their number approximately.

"The signers to the alleged power of attorney, authorizing the execution of a treaty in Washington, were the names of Indians who have never been identified as being Kickapoos and the names of those who had been dead long prior to the making of the treaty. That some few of the Kickapoo Indians did authorize a delegation to come to Washington is probably true, but they did so with the understanding that they were sending the delegates to protest against the making of a treaty. It is proper in the consideration of this matter to take into account the fact that but one Kickapoo at the time of the making of the alleged treaty spoke any English, and he very imperfectly; that none of them could read or write, and that the adopted white man in their tribe, Joseph Whipple, who did the interpreting, was through a self or commission constituted chief, adopted into the Kickapoo tribe to aid in deceiving them into disposing of their reservation. Attached hereto and marked Exhibit A, and made a part of this statement, is the testimony of Benjamin F. Beveridge, who says: "About the 10th of September this man Whipple became very much dissatisfied. He said that Hill was to be paid \$5,000 for fooling the Indians into a treaty, and that Hill had agreed to pay him \$5,000 and give him a good time in Washington for helping to fool the Indians; that he had misinterpreted to them, and was afraid that he would be killed when he went back to the Oklahoma country for lying to them, because they did not understand they were making any treaty; that he thought Hill was acting in bad faith with him, and he said if Hill did not pay him, he would go back to the Secretary of the Interior and give the whole thing away."

It is deemed proper to invite attention to other circumstantial evidence relating to this matter. The Kickapoo Reservation was bounded on the south by the Pottawatomie country, and was claimed by them and the Shawnees. These Indians were well advanced in civilization and though their land to them was acquired from the same owners as was the Kickapoo Reservation and that they were only squatters upon the land, yet they were paid \$1.50 per acre for their surplus. Their lands were classified, and the standard allotment they received was 160 acres of first-class, or 320 acres of second-class land. The Sac and Fox Indians to the east were each given a quarter section of land, while the Kickapoos, who could neither read nor write, and who were defenseless as against their names being signed by mark and witnessed by some unscrupulous person, were given 32½ cents per acre for their surplus land, and an allotment consisting of only one-half or one-fourth the amount that their

more enlightened neighbors received. It will be remembered that the Cherokees, who disposed of their land at about the time of the ratification of the alleged Kickapoo treaty, were paid for similar lands \$2.50 per acre, and it is a fact that no other tribe of Indians in Oklahoma of the numerous tribes of friendly Indians who were settled upon the Creek, Seminole, Choctaw, and Chickasaw lands received less than \$1.25 per acre.

It is contended for the Kickapoo Indians that by treaty stipulation they had an absolute title to all the land embraced within the Executive order which was designated as the Kickapoo Reservation. Under the fourth article of the treaty of June 28, 1862, these Indians relinquished 150,000 acres of land in what is now part of Brown County, Kans., and without consideration, except the following proviso contained in said section 4, which reads: "And upon such land being assigned in common, the persons to whom it is assigned shall be held to have relinquished all title to lands assigned in severalty and in the proceeds of the sales thereof whenever made. Or, should a majority of the adult males of said class decide to remove to the Indian country south of Kansas, then and in that case their new home shall be limited to the quantity above described, but shall be as large as can be purchased with the proceeds of the sale of the tract to which they would have been entitled had they determined to remain upon the present reservation, computing the same at the rate of at least \$1.25 per acre.

And accordingly, during the year 1860, more than a thousand Kickapoos removed to and settled in the Canadian Valley in what later became known as the Kickapoo country. Here they opened fields, split rails, and inclosed the land, expecting to acquire title to the land as provided by the treaty stipulation above quoted. The acute agitation growing out of the civil war caused these Indians to temporarily abandon their location; but it appears that when the United States again removed them to the Indian Territory, it was deemed that they still were entitled to these lands, and they were accordingly set aside for them.

That the Government of the United States owes these Indians the difference contended for there can be no question in equity or otherwise.

Under date of April 24, 1906, Hon. Henry M. Teller, in speaking of this matter, as shown by the Congressional Record of that day, page 5889, said: "The amendment may be amenable to a point of order. The chairman of the committee seems to think it is. The Government of the United States bought this land from these people who had the title and sold it. The Supreme Court of the United States declared in a similar case that the Government must respond as trustee to the Indians for the full amount it received for the land. Ordinary rules of law would also require the trustee to do that. The law does not allow the trustee to make any money out of the ward's property, and that is all there is in this claim."

Speaking further on the subject, Senator Clapp said: "Is not this a case where the evidence showed that a man came up here with one Indian and negotiated a treaty and got \$5,000 for negotiating it, and the money was paid him by the Government?" To which Senator Teller replied: "That is exactly what did happen in this case. It was a most scandalous affair under any phase of it." And further on in his remarks the Senator said: "But independent of that, Mr. President, the Government of the United States was dealing with its ward. It took its title from its ward and then sold the land for a different sum from what it responded to these Indians. The Supreme Court of the United States in a case some years ago entitled, as I recollect, 'The New York Indians' settled that question. I need not say to the lawyers here that it is the rule that a trustee is never allowed to make any money out of the property of his ward. He is not allowed to deal with them in that way."

Quoting from the Commissioner's annual report for 1891, page 364, which is the statement of the Indian agent who had charge of the Kickapoo Indians in 1891, and is dated July 1, 1891, and in which he says: "The Cherokee Commission met this tribe in council in 1890 and once during the present year, at all of which councils the common result was reached—the Indians absolutely refusing to treat for the sale of the residue of surplus lands."

So we have the certificate of a Government official that the Indians did not make any treaty, and the meeting referred to by him was beyond any question the last meeting held with the Indians by said Commission, because the treaty bears date of September 9 and the power of attorney authorizing the treaty is dated June 21, 1891.

Mr. W. S. Field, of this city, but formerly of Oklahoma, was present at that last conference, and we believe his testimony, if called before the committee, will corroborate his statement.

At the last council referred to, which was at or near the present site of Wellston, Okla., a line was drawn as a means of voting as to whether the Indians would accept allotments and sell their surplus or not. And those who favored the proposition were invited to cross the line. Only one adult Kickapoo voted in favor of the proposition, his minor stepson voting with him.

The Kickapoos have presented themselves before your honorable committee, seeking a final settlement of their affairs with the United States. They have peaceably and without expense to the Government sought to establish themselves in the Republic of Mexico. They need the funds due them to acquire a home in that country, as, unfortunately for them, the act of June 21, 1906, failed to give them the relief designed by the framers of the law.

MEXICAN KICKAPOOS.

This is a restless, suspicious, and stubborn tribe of Indians. They will sacrifice all comforts and benefits allowed them by the Government rather than deviate from their own nonprogressive notions, for fear of putting themselves in jeopardy of being civilized. They, like Big Jim's band of Upper Shawnees, refuse to patronize schools or allow themselves to be enrolled or enumerated.

The past year, owing to the failure of crops from drought, they were almost in a condition of famine, several of them actually starving to death. On representation of the facts, I obtained authority to purchase for them seven months' rations out of the funds appropriated for the support of Kickapoos. After the provisions were purchased, they actually refused to enroll for the purpose of drawing the same, notwithstanding their starving condition, and the rations had to be sold. The cause of this was their fear that the enrollment might in some way serve to force an arbitrary allotment upon them.

It is extremely difficult to get them to accept any innovation into their customs and usages of living. Especially has it proven a tedious process in the case of allotments. The Cherokee Commission met this tribe in council twice in 1890 and once during the present year, at all of which councils the common result was reached—the Indians absolutely refusing to treat for the sale of the residue as surplus lands.

At the last meeting with them the argument was presented that they were situated on their present location merely by Executive order—a clemency that might at any time be revoked and the same power used to remove them to other lands; that they should take advantage of the present opportunity to secure permanent homes and a good competence arising from the sale of the surplus. To this they replied that they reservation was no larger than sufficient for their needs; that to become definitely located would be to destroy their visiting, feasts, and dances; that if they did not own the reservation it would not be right to dispose of that which did not belong to them, and if it was theirs they did not wish to sell. The Commission could do nothing further with them, and here the negotiations for the present were ended.

In my opinion these Indians will ultimately accept the propositions of the Commissioners. They are by nature so suspicious that they are slow to comprehend meaning and grasp situation. But that the opening to settlement of the adjoining reservations already treated for and the influx of white settlers will illustrate the error of their present ways and show them that their old tribal relations and savage instincts are no longer best or tenable, I feel confident.

DISTRICT OF COLUMBIA, *United States of America, ss:*

On this 18th day of January, personally appeared before me the undersigned authority, Benjamin F. Beveridge, who, being by me first duly sworn, deposes, and says:

I have resided in the city of Washington, D. C., for more than thirty years last past, and was, in the month of September, in the year 1891, engaged in the hotel business in said city. That on or about the 1st of September, 1891, a delegation arrived at the Baltimore and Ohio depot, from Oklahoma Territory, consisting of two Kickapoo Indians and two white men, one of whom, I was told, was an adopted Kickapoo Indian. His name was Joe Whipple.

I remember distinctly the arrival of said party because I sent a carriage to meet them, which the white man, John T. Hill, who seemed to be in control of the party, refused to take. He engaged another carriage and drove with his party direct to the Indian Office. The Commissioner of Indian Affairs detailed a messenger who brought the party on foot to my house.

The two white men seemed to guard and to prevent any person from talking to the two full-blood Indians who were with them. Joe Whipple, the adopted Indian of the party, told me that he and Hill had brought the Indians to Washington to try to get them to make a treaty; that he spoke the Kickapoo language, and would do the interpreting.

About the 10th of September this man Whipple became very much dissatisfied. He said that Hill was to be paid \$5,000 for fooling the Indians into a treaty, and that Hill

had agreed to pay him \$500 and give him a good time in Washington for helping to fool the Indians; that he had misinterpreted to them and was afraid that he would be killed when he went back to the Oklahoma country for lying to them, because they did not understand they were making any treaty; that he thought Hill was acting in bad faith with him, and he said if Hill did not pay him he would go back to the Secretary of the Interior and give the whole thing away. During the winter of 1895 a delegation of Kickapoo Indians also stayed at my house. They were very persistent in declaring to me that they had not made any treaty, and said they never would take their allotments.

BENJAMIN F. BEVERIDGE.

Subscribed and sworn to before me this 18th day of January, 1907.

[SEAL.]

JOHN S. WOOD, *Notary Public*.

TREATY WITH THE KICKAPOO INDIANS, JUNE 28, 1862.

ART. 4. To those members of said tribe who desire to hold their lands in common there shall be set apart from the present reservation of the tribe an undivided quantity sufficient to allow one-half section to each chief, one-quarter section to each other head of family, and forty acres to each other person, and said land shall be held by that portion of the tribe for whom it is set apart by the same tenure as the whole reserve has been held by all of said tribe under the treaty of 1854. And upon such land being assigned in common the persons to whom it is assigned shall be held to have relinquished all title to lands assigned in severalty and in the proceeds of sales thereof whenever made, or should a majority of the adult males of said class decide to remove to the Indian country south of Kansas, then, and in that case, their new home shall not be limited to the quantity above designated, but shall be as large as can be purchased with the proceeds of the sale of the tract to which they would have been entitled had they determined to remain upon the present reservation, computing the same at the rate of at least one dollar and twenty-five cents per acre: *Provided*, That the purchase of such new home shall be made by the Commissioner of Indian Affairs, under the direction of the Secretary of the Interior, and at such locality within said Indian country as he may select: *And provided also*, That such new home shall be purchased and the Indians entitled removed thereto within the period of two years after the completion of the survey herein provided for. And such Indians shall be entitled to the benefits of their full proportion share of all assets belonging to said tribe in the same manner that they would have been entitled had such removal not been made, deducting therefrom the necessary expenses of their removal.

The Commissioner says:

My two latest predecessors, Commissioners Browning and Jones, both announced and I have myself repeated, that the Indian Office will not raise any serious objection to a provision for the payment to the Kickapoos of the sum conveyed by this paragraph, provided always that Congress understands what it is doing when it votes. This will be a free gift of \$215,239, because the Indians have already been paid for their land, which, indeed, they never owned in the first place. This whole matter has been reviewed from time to time by the Indian Office, by reference to its records, and no fact has been more persistently set forth than the gratuitous character of the proposed appropriation. The present paragraph, however, goes a step further and proposes that the money shall be paid to Martin J. Bentley and an Indian unknown to this Office named Pah-ke-tah. It remains with Congress to say, after it shall have looked thoroughly into the character of these trustees, whether it wishes to place such a sum of money in their hands for payment in turn to the Indians.

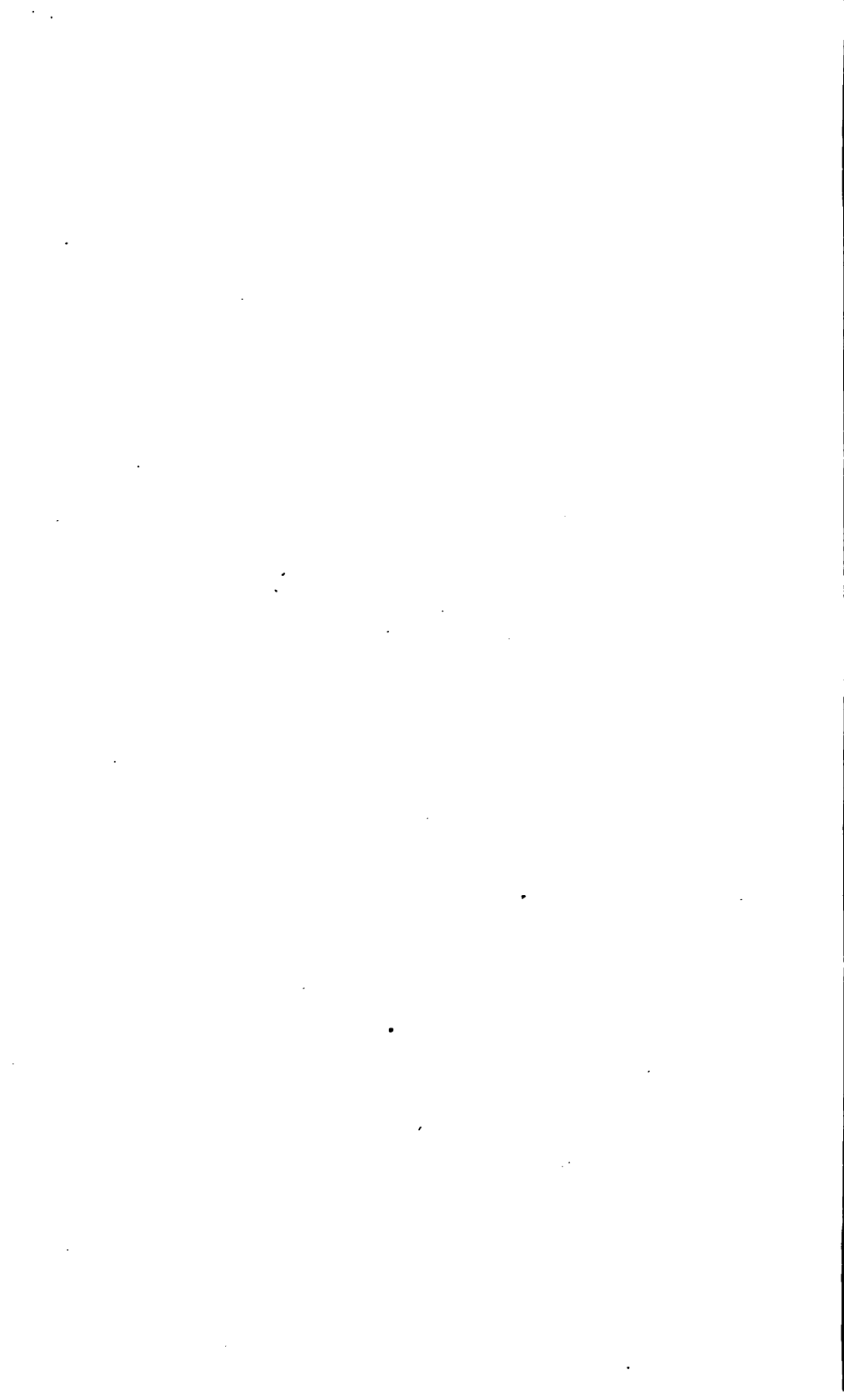
There is just one feature of the paragraph which would, under some conditions, make me feel disposed to approve it. That is, that "said payments shall be considered and deemed a final settlement of all claims of every kind whatsoever of said Indians against the United States." As these Indians are now in Mexico, or are under influences designed to take them there, I feel that it is most important, in case of the payment of any large sum to them, that their account with the Government be closed forever. From their mode of life and the auspices under which they conducted their exodus, I feel very certain that the time is not far distant when they will be returning to the United States in a condition of pauperism, and I should prefer to see the Government protect itself against any possible claim from these people as its wards. They have been duly warned of what to expect if they persist in their present course. Their civil status puts it out of the question for the Indian Office to do anything more with them than warn them; and if they persist in what we regard as their waywardness, I think

the lessons of experience for them, which will be also lessons of observation for other Indians similarly situated, may prove very wholesome in the end.

Referring to the provision for bringing suit, the Commissioner says:

I consider this legislation highly desirable because it may result in the final settlement of the question whether Martin J. Bentley, who has had charge of the Kickapoo Indians who migrated to Mexico, or the Department of the Interior, which, from conscientious motives, has done its best to defeat his plan, has presented the situation the more honestly to the public. If the charges which the Department has brought against Mr. Bentley are true, he ought to be severely punished. If the counter charges he brings against representatives of the Government are true, they ought to be severely punished. It is impossible that both sides should be right. If both are wrong, then by all means, in justice to everybody, let us find it out.

* * * * *



Affidavit of nineteen Kickapoo Indians denying having given power of attorney to deal with the Government or of having signed or approved the treaty between the Government and the Kickapoo Indians, approved March 3, 1893 (27 Stat. L., 557-563).

TERRITORY OF ARIZONA, *County of* ———, ss:

The undersigned, Mexican Kickapoos, being duly sworn, depose and say that they are each and every one over the age of 40 years, and were in the year 1891 and for many years prior thereto residents of the Kickapoo Reservation in Oklahoma; that they were present at a council of said Kickapoo tribe called by the Commission known as the Jerome Commission, held near the village of Wellston, in the month of June, 1891. That at the said council speeches were made both by the members of the Commission and by the head men of the Kickapoo tribe; that finally a vote was taken as to whether or not the said Kickapoo tribe should consent to the allotment of their lands and the making of the treaty there presented by the said Jerome Commission; that upon said vote one adult Indian and his two minor sons only voted for the acceptance of said treaty and that all of the remainder of the said Kickapoo tribe then present voted against the making of said treaty; that no paper was at that time presented for the signature of the members of the said tribe, and that no person signed any treaty or agreement of any kind; that some time during the month of August thereafter, one John T. Hill came to said reservation and took with him to the city of Washington two members of the said Kickapoo tribe, namely, Ocquanocasey, Kishocamme, and one Joseph Whipple, a white man in no manner connected with the said tribe; that the said two Kickapoo Indians so taken to Washington, D. C., were instructed by the Kickapoo tribe at a council of said tribe to protest against any attempt to allot their said lands or to in any manner interfere with the title thereof as then held by them; that upon the return of the said two Indians from the city of Washington the said Kickapoo tribe was informed by them that they had so protested and that no treaty whatever had been made or accepted by them. Notwithstanding said statement, shortly thereafter came Government surveyors and the United States Indian agent saying that they were authorized to survey and allot said reservation under a treaty made by said John T. Hill, Ocquanocasey, and Kishocamme; that thereupon all of said Kickapoo tribe, with the exception of ten heads of families, left the better part of said reservation and removed themselves to the most inaccessible part thereof, and that they in no manner participated in the said allotment, but protested constantly against the same, and refused to accept the payment of money provided by the terms of said treaty to be paid to each member of the Kickapoo tribe; that to-day, for the first time, there is now shown to them a copy of the said treaty so alleged to have been made, the said copy being found on pages 557-58-59-60-61-62 of vol. 27, U. S. Statutes at Large; that they have had read to them the signatures attached thereto; that they find signed thereto the name Pameethout; that they are of the opinion that the said Pameethout refers to the only Pamethot who has ever been in Oklahoma Territory upon their reservation; that there has never been but one Pamethot on said reservation and that he is a Kansas Kickapoo enrolled in Kansas prior to said treaty and allotted there subsequent to the date of said treaty and is not a member of the Mexican band of Kickapoos in Oklahoma; that the said name of Pameethout appears twice in the signatures and attached to said treaty; that the name N-kee-thow, attached to said treaty, is not a Kickapoo name and no such person was ever connected with said tribe; that the name Takekakthoe, thereto attached, is not a Kickapoo name, and that no such person was ever connected with said tribe or lived upon said reservation; that the name Meereajquaw, attached to said treaty, is not a Kickapoo name nor did any such person ever reside upon said reservation, nor was he a member of said tribe; that the name Theoroughnaugh is not a Kickapoo name nor did any such person ever reside upon said reservation, nor was he a member of said tribe; that the name Theocann is not a Kickapoo name and no such person ever resided upon said reservation, nor was he a member of said tribe; that the name Payahnough is not a Kickapoo name and that no such person ever resided upon said reservation, nor was he a member of said tribe; that the name Chaughcotow is not a Kickapoo name and that no such person ever resided upon said reservation, nor was he a member of said tribe; that the

name Maysooppatteesaut is not a Kickapoo name and that no such person ever resided upon said reservation, nor was he a member of said tribe; that the name Westeacttosauth is not a Kickapoo name and that no such person ever resided upon said reservation, nor was he a member of said tribe; that the name Chestkeeaugh is not a Kickapoo name and that no such person ever resided upon said reservation, nor was he a member of the tribe; that the name Kamkeneynay, subscribed to said treaty, is not a Kickapoo name, and no such person ever resided upon said reservation, nor was he a member of said tribe; that the name Mass-Mc-carmic is the name of a Pawnee Indian married to a Kickapoo woman who was at that time resident upon said reservation, but was not a member of said tribe, nor had he ever been recognized by said tribe as such; that the name Sopuckawaw is undoubtedly intended for the Kickapoo Indian named Sopuckemah, who died more than five years prior to the date of the attempted making of said treaty by said Jerome Commission; that the name Paughthesistlugt is not a Kickapoo name and that no such person ever lived upon said reservation, nor was he ever a member of said tribe; that the name Mackaureyer is not a Kickapoo name and that no such person ever resided upon said reservation, nor was he ever a member of said tribe; that the name Aughpautthousepyeare is not a Kickapoo name and that no such person ever resided upon said reservation, nor was he ever a member of said tribe; that the name Patthesathe is not a Kickapoo name and that no such person ever resided upon said reservation, nor was he at any time a member of said tribe; that the name Emnestatte is not a Kickapoo name and that no such person ever resided upon said reservation, nor was he ever a member of said tribe; that the name Nectootauquawpaw is supposed to be the name of the Kickapoo named Nickotocapee, who was a Kickapoo Indian, said reservation, and member of said tribe, but who died some six years prior to the date of the attempted making of the said agreement by the said Jerome Commission; that they and none of their people ever authorized the said Ocquanocasey, Keesocomme, and John T. Hill, or either of them, to represent the said tribe or any of its members or to attach the signature of the said tribe, or any of its members, to any treaty or agreement whatsoever, but that, on the contrary, they protested at all times against the making of said agreement and the execution thereof.

Subscribed and sworn to before me this 11th day of November, 1907, by nineteen Kickapoo Indians hereto numbering from 1 to 19, inclusive.

J. B. SPELD,
Notary Public.

My commission expires July 28, 1908.

1. O-KEMAH (his x mark).
2. JIM DEER.
3. KISH-KIN-NI-QUOTE (his x mark).
4. WAH-NAH-KETHE (his x mark).
5. PA-KO-TAH (his x mark).
6. AH-KES-KUCK (his x mark).
7. WA-PE-BOSE (his x mark).
8. AH-NA-SHA WATO (his x mark).
9. NE CONOPT (his x mark).
10. AH CHE CHE (his x mark).
11. OQUEMAHANTHEM (his x mark).
12. WEAMOT (his x mark).
13. WAHPAHOKO (her x mark).
14. AHNATHIHA QUA (her x mark).
15. PAMETHOT (his x mark).
16. CHAHKESHE (her x mark).
17. PENETUMWA (his x mark).
18. KE AH KA QUA (her x mark).
19. JOHN MINE (his x mark).

The signature of Indians numbered one to nineteen were made in my presence, the said signers being personally known to me, and the said document was thoroughly explained to said signers, and that the leaders dictated the facts therein contained.

W. S. FIELD.

The signatures of Indians numbered one to nineteen, inclusive, were made in my presence, being identified by Jim Deer, and the said signers stated they understood the statements therein contained.

JOHN J. HANNAN.

Letter on file in the Indian Office, Washington, D. C.

CHEROKEE NATION, ARK., October 27, 1824.

To all to whom these presents shall come, greeting:

Whereas Tekatoke, the chief and beloved man of the Cherokee Nation, on the Arkansas, has been solicited by sundry tribes and parts of tribes of red people, residing east of the River Mississippi, to wit, the Shawnees, Delawares, Kickapoos, Peorias, Piankeshaws, and Miamis, to accompany deputations from them, respectively, to the city of Washington, for the purpose of aiding and assisting them in negotiating with our Great Father, the President of the United States, an exchange of lands owned and belonging to them on the eastern side of the Mississippi aforesaid for lands belonging to the United States on the western side of said river; and whereas the Cherokee Nation feeling a deep solicitude for the success of said negotiation as being, in its belief, intimately connected with the preservation and future respectability of the red people generally, the chiefs assembled in council, for and in behalf of their nation, do hereby nominate, constitute, and appoint their said beloved man, Tekatoke, as their deputy, or agent, for the purposes aforesaid. And they do most respectfully request their Great Father, the President of the United States, and all others in authority under him, to receive and accredit their said beloved man accordingly.

Given under their hands and the seal of the nation, at the place and time above mentioned.

[SEAL.]

JOHN JOLLY, etc.

At this time these Indians were in fact located in Arkansas on the White River, where they lived for sometime closely affiliated with each other and with other bands, all under Bowles, the Cherokee chief.

Another party of Cherokees went on still farther south and located in Texas, on the Sabine River, where they had established themselves as frontier guards between the settlers of Texas and the wild Indians of the plains, who would swoop down from the territory of the United States into that part of Mexico, and had become a constant menace to her subjects in that part of the Republic now known as Texas. These Cherokees too soon needed the aid and assistance of the Algonquins, and, true to their alliance, the Shawnees, Kickapoos, and Delawares again went to their assistance.

Documentary history of dealings of these affiliated tribes with Mexico.

The chief deputed by the Shawnees who are on White River, after having informed you of the manner in which they lost their lands, which were within the limits of the United States, and desiring to place themselves under the protection of the Mexican Government, they make the following petition to be furnished with lands of said Government.

They pray that the concession for them may be on the west bank of the Colorado River from the pedernales upward on this river with its western branches which go out from it, with the portion of an English square mile for each family. At present they count upon only two hundred and seventy men capable of bearing arms who can immediately take possession. They pray the Government that the conditions of the concession may be extended for all their allies and friends who may follow them, giving them one English mile square for each family. On these conditions they have the hope that many thousands will unite with them in taking this asylum under the Mexican Government.

J. NORTON,
 (In the name of the above-mentioned chief).

SAN ANTONIO, Oct. 25, 1824.

Bexar, October 29th, 1824. Referred to the illustrious ayuntamiento (municipal council) of this city for it to report upon the subject without forgetting the true advancement of this province.

CASPER FLORES.

To the Hon. Acting Principal Chief of this Province:

In view of the foregoing decree, this corporation has been detained in a profound examination, taking for the better certainty the reports which have appeared to it to be adopted; and after the subject has been well discussed and taking into view as of most preference the welfare and true advancement of this province, it has agreed

with unanimity of votes to manifest to your house that the establishment of this nation in the locality which it solicits is not only useful but very advantageous to this province, because in addition to being laborious and entertaining, they are warriors, and the point where they are to be established is one of the first importance for the protection of this capital and the rest of the settled points of the province from the hostilities of various barbarous nations, especially the Tahuayases, and the Tahuacanos and Wacos, which, although at peace, do not cease to be robbers, for all of which this ayuntamiento (council) believes that it would be most appropriate that your honor should be pleased to send up this petition to the honorable Congress of this State with the best recommendation to obtain that which the interested parties solicit.

Bexar, October 29, 1824. Jose Antonio de la Garza, Jose Maria Cardenas, Francisco Xavier Bustillo, Jose Manuel de la Garza, Jose Maria Escalero, Vicente Michili, Jose de Sandoval, Alderman Secretary.

MOST EXCELLENT SIR: Mr. John Norton, English by nation and a native of Canada, presented himself in this place on the 23d of the current month, accompanied by a son of his and Antonio Quin, of the same nation, conducting eleven Shawnee Indians who formerly inhabited Canada protected by the Britannic English, and that, persecuted by the Anglo-Americans, are settled on White River on this side of the Mississippi, disgusted in that country, for which they come soliciting that a tract be given them to settle all of their nation, composed of two hundred and seventy families and some more of others, which are more than a hundred, though they can not give assurance of the number. And that for this purpose they wish to pass to the State capital or to Mexico. They were answered that there was no objection to their going at their own expense, because there were no funds to pay their expenses in transit, explaining to them at the same time the aridity of the country and scarcity of game on the road.

In virtue of this I make known to your excellency, manifesting that this class of Indians give promise of being industrious, pacific, and in another state of culture than those that have hostilized us. They are warriors and will serve as a check to the barbarous nations. All this is known by reports asked from those who know them, especially of Lieutenant-Colonel Don Francisco Ruiz, who has been in their own villages, in addition to their manifest good sentiments and conduct. In the petition in writing which they make for the purpose indicated, addressed through me, and which I enclose to your excellency, the illustrious ayuntamiento of this city reports the tract which it suits to designate to them in which situation and other circumstances they believe to be opportune according to the information and data which they have and their own knowledge. In receiving of them to hear their petition and operate with more certainty I commanded the assembling of his corporation who assisted me with their advice to decide upon this matter.

In conclusion, most excellent sir, this province needs this kind of settlers for its advancement, and I manifest it to your excellency, requesting you to place it in the sovereign consideration of the honorable Congress, with the good report and recommendation which is to be expected of the sentiments of your excellency. And in view of all this your excellency will please decide what is appropriate.

God and Liberty. San Fernando de Bexar, 30th of October, 1824. Most excellent sir, Caspar Flores. Most excellent sir, governor of the State of Coahuila and Texas, Don Rafael Gonzales.

The first constitutional alcalde of the city of Bexar, on the date of 30th of October last, tells me the following:

MOST EXCELLENT SIR: Mr. John Norton, by nation English, a native of Canada, presented himself in this place on the 23rd of the current month, accompanied by a son of his and Anthony Quin, of the same nation, conducting eleven Shawnee Indians, etc. And I transcribed it to your honors, enclosing the original memorial which indicated in which appears the report which is given by the ayuntamiento of Bexar, upon the petition of said Indians, who, with the object of advancing their interest, have arrived yesterday in this capital. Hoping that it would please your honors to bring it to the knowledge of the august Congress for the solution that may be of their pleasure.

God and Liberty. Saltillo, November 26th, 1825. Rafael Gonzales, Juan Antonio Padilla, secretary.

To the Hon. Deputy Secretary of the Hon. Congress of the State:

MOST EXCELLENT SIR: The Shawnee Indians who are appearing before your excellency, petitioning for an allotment of lands in the territory of this State for themselves and their families, have ascertained that the memorial which they wrote in San Antonio de Bexar and which they put into the hands of the authorities of that place, is conceived in terms which they did not comprehend, nor was it made known to them what

was the point of the river Colorado (Red) of Texas on the western part of the Federnales Creek, by which they have come to know that a mistake is suffered, that might induce bad faith on the part of those who petition, and in virtue of those they make known to your excellency that the tract which they have asked for and desire to possess as owners is on the right margin of the Red (Colorado) River of Natchitoches in the same site which our families now occupy, under the conditions which may be agreeable to the State and to us, ourselves, which we declare we will comply with.

Saltillo, 17th of December, 1824, in the name of the Indians, Antonio Denio, Peceve Querepoco, Cabilneche, the Shawnees, Calabache, Les Lompler irecoi.

The Indians of the Shawnee Nation who are in this town with the object of promoting their request for lands upon which to settle themselves have presented me the accompanying application, by which, making known the mistake which they suffered in fixing the point which they claim, they now designate the right bank of the Red River of Natchitoches immediate to Pecan Point in the Territory of Texas. Will your honor please to bring the said application to the knowledge of the honorable assembly in order that they may have it in mind at the time of declaring upon it what may be their pleasure.

God and Liberty. Saltillo, December 18th, 1825. Rafael Gonzales Juan Antonio Padilla, secretary. To the Hon. deputy secretary of the Hon. Congress of the State.

MOST EXCELLENT SIR: In view of the two memorials of the Shawnee Indians, which your excellency brought to the knowledge of the hon. Congress in official letter of the 26th of November last past and the 18th of the current month, soliciting that lands be granted to them in proprietorship for their families and those of their friends and allies on the right margin of the Red (Colorado) River of Natchitoches, on the divisional line of this State with those of the North America, and with reference also to that which in this particular is provided by article 4th of the colonization law of the 18th of August and the following order of the supreme executive power on the 25th of the same month. It has been pleased to resolve that on account of their being settled within the twenty leagues which said law excepts, although there can not be granted at present to the Shawnee Indians the tracts of land which they solicit in the quantity of one square English mile for each family, and still less can there be given them for those who wish to follow them. It can and should be thus permitted to them, as well as to their friends already settled, that they may continue their cultivating and working the lands which they have already opened or commenced to cultivate. Forwarding to your excellency said petitions in the same state that they came into this secretary's office, in order that you may direct and do in all the rest with entire conformity to the above cited order of the supreme Government of the Union; which we communicate to your excellency by direction of the hon. Congress itself, enclosing to you the two memorials above mentioned for your information and due execution.

God and Liberty. Saltillo, 23rd of December, 1825. Dionicio Elizonda, deputy secretary; Mariano Varela, deputy secretary. To the most excellent sir, the governor of the State.

The Citizen RAFAEL GONZALES, Governor of the State of Coahuil and Texas:

Whereas the Hon. Congress of this State was pleased to take into consideration two petitions of the Shawnee tribe of Indians relative to asking lands in the territory of this State for their families and those of their friends and allies. Therefore, and in virtue of the order issued with the date of yesterday by the same hon. Congress, I have concluded to decide that on account of their being established on the right bank of the Red River of Natchitoches, within the twenty border leagues excepted by the law of colonization of the 18th of August and subsequent order of the supreme executive power of the 25th of the same month, although there can not be conceded at present to the interested parties the lands which they solicit in the quantity of one square English mile for each family, and less can any be given them for those who wish to follow them. Yet I permit to them, as well as to their friends, those already settled, that they continue their cultivating and working the lands which they already have opened, or may have commenced to cultivate, reserving as to their estate and permanence whatever it may please the supreme general executive power to resolve as a point specially of his knowledge and approbation.

Given in the town Saltillo, on the twenty-fourth day of the month of December of one thousand eight hundred and twenty-four. Rafael Gonzales, Juan Antonio Padilla, secretary:

MOST EXCELLENT SIR: I enclose to your excellency an authorized copy of the collection of documents formulated in this government upon the granting of lands to the Shawnee tribe of Indians, on the right bank of the Red River of Natchitoches, on the divisional line of the United Mexican States with those of North America, in

compliance with Article 4th of the Colonization law of the 18th of August, and the order in pursuance thereof, of the 25th of the same month of the year last past, to the end that his excellency, the President of the Republic, may please to resolve, in view of it, that which may be of his superior pleasure.

God and Liberty. Saltillo, 29th of March, 1825. Rafael Gonzales, Juan Antonio Padilla, secretary to his excellency, the minister of state relations.

MOST EXCELLENT SIR: I have given account to his excellency the President with your official note of the 29th of last month and the copy which came enclosed of the file of documents found in your Government upon the granting of lands to the Shawnee Indians on the right bank of the Red (Colorado) River of Natchitoches. His excellency in answer ordered me to say to your excellency that according to article 4 of the law of the 18th of August, 1824, he approves the establishment of the Shawnee Indians at the points indicated by your excellency, provided that they observe the constitution and laws of the nation, and that they may not themselves form the body of a nation, with their own authorities, but must obey those of the State. For this effect he judges that it would be better that they should not remain all together, but that they establish themselves in towns or ranches, separated one from another, and that prudent measures may be taken by your excellency in order that they may embrace the religion of the nation, if they do not profess it already, and in order that they may become tranquil neighbors, industrious, and useful to the State and to the Federation.

The Lord protect your excellency many years.

Mexico, the 16th of April, 1825, Alaman. This is a copy. Juan Antonio Padilla.

No. 55. MOST EXCELLENT SIR: The alcalde of Nacogdoches in an official letter of the 31st of December of the year last past, communicates to me that by an express messenger from the Shawnee Indians he had notice that there were already on the way five thousand families to settle themselves at the point designated by the Government; and although I should take care that upon their arrival they should conform themselves to that which is directed by his excellency the President upon approving their immigration. I find difficulty in obtaining the competent aid of troops, by reason of the fact that those who are in garrison in this capital being reduced in numbers and the cavalry dismounted, it is not possible that so long a march should be undertaken.

God and liberty. Bexar, February 19th, 1826. Most excellent sir: Jose Antonio Saucedo. To his excellency the governor of this State. Don Rafael Gonzales.

No. 16. MOST EXCELLENT SIR: The chief of the Department of Texas, in official note No. 55, of the 19th of February last, tells me the following:

"**MOST EXCELLENT SIR:** The alcalde of Nacogdoches in official letter of the 31st of December of the year last past, et cetra, which I communicate to your excellency, trusting that you will please send up the same, bringing it to the notice of his excellency the President of the Republic, for the measures which he may think proper to dictate in view of that which is shown by the before mentioned chief of Texas."

God and liberty. Saltillo, 20th of March, 1826, Jose Ignacio Arispe, Juan Antonio Padilla, secretary. To his excellency the minister of state and relations.

This is a copy.

SANTIAGO DEL VALLE, *Secretary.*

STATE OF TEXAS, GENERAL LAND OFFICE,
Austin, September 11th, 1896.

I certify that the foregoing nine pages and nine lines contains a correct translated copy of all the records concerning the Shawnee Indians existing in the Spanish archives of this office.

MARTIN M. KENNEY,
Spanish Translator.

I, M. E. Gross, chief clerk and acting commissioner of the general land office of the State of Texas, do hereby certify that Martin M. Kenney, whose signature is subscribed to the foregoing certificate, is the Spanish translator of this office, duly qualified according to law, and that his official acts as such are entitled to full faith and credit.

In testimony whereof, I have hereto set my hand and caused the seal of this office to be affixed on the day and date last above written.

[SEAL.]

M. E. GROSS,
Chief Clerk and Acting Commissioner.

Letter on file in the Indian Office, Washington, D. C.

CHOCTAW AGENCY, 29th April, 1836.

ELBERT HERRING, Esq., *Com. of Ind. Affs.*

SIR: I have the honor to enclose you a copy of the communication from Major P. L. Choteau to General Arbuckle and Governor Stokes. You will perceive from it that everything indicates peace and friendship on the frontier. The only difficulty to be apprehended is from hunting parties taking each other's horses. This may lead to reprisals from one another, and eventually produce misunderstanding.

I will take every opportunity to inform the Indians that in every instance where their horses have been stolen from them they must immediately state the fact to their subagent and not attempt to indemnify themselves by taking the same number of horses to make up their losses.

There are some Cherokees, Creeks, a few families of Choctaws, and also of Delawares and Shawnees, that have settled in Texas. They are not within the control of this superintendency, and have been for some time settled near the Sabine. I understand from one of the party, a Creek, that has lately returned from there, that they have generally espoused the Mexican cause, otherwise there is no feeling at present with the Indians to engage in the war now going on between the Texans and Mexicans.

- Respectfully your obedient servant,

WM. ARMSTRONG,
Act. Supt. West Tex. T.

From Wilbarger's Indian Depredations, page 167.

THE CHEROKEE WAR.

The Texan government were now in possession of the correspondence between Cordova and the Mexican officials—General Canalizo and Filisola—captured by Rice's party, as heretofore related, in the fight with Flores on the San Gabriel, and of course were fully posted as to the intended movements of the various tribes of Indians who at that time inhabited eastern Texas, conspicuous among whom was Bowles, chief of the Cherokees, and who was looked upon by his associated tribes as a kind of leader or headman among them all. The Cherokees and their associated tribes—the Delawares, Kickapoos, Seminoles, Shawnees, and others, numbering some twelve tribes—had settled in eastern Texas as early as 1822, and had established a village north of Nacogdoches, the town at that time being a waste, lately swept by the forces of Long and Perez. These Indians owned a considerable number of stock, had cultivated the lands to some extent, and had made some progress in the direction of civilization. As late as 1835 there were no settlers in northern Texas except a few on Red River. While the revolution was going on, from September, 1835, to April, 1836, great uneasiness was felt among the whites lest Cordova and other Mexican emissaries, who were known to be among the Indians, should persuade them to take an active part against Texas in her war with Mexico. To avert such a threatening danger Gen. Sam Houston sent commissioners—John Forbes and Doctor Cameron—among the Indians to negotiate a treaty with them, and if possible get them to assume a neutral position. Their mission was only partially successful, however, and the whites were still distrustful. During all this time General Houston's little army had all they could do to attend to Santa Anna, who was marching upon Texas with vastly superior forces, laying waste the country on his entire line of march. The settlers, fleeing from the invading army of Santa Anna, were moving along the frontier, scattered all along from the Trinity River to the Sabine. It was at this critical juncture that Maj. Gen. Edmond P. Gaines, U. S. Army, crossed the Sabine at the head of 500 men and established headquarters at Nacogdoches. He immediately sent messengers to the Indians with instructions to say to them that if any of the Texan women and children were killed by them he would at once attack them with his whole force. This bold move of the patriot and soldier, General Gaines, had its desired effect and restrained the Indians, if they had any intention of depredating at that time. The memory of this gallant soldier and true patriot should be held dear by all Texans for the generous and timely aid he rendered them in this hour of need.

This battle of San Jacinto was fought soon after this, which gave the Texans great prestige, and the defeat of Santa Anna saved the people of eastern Texas from immediate danger from the Indians, though the feeling of enmity still existed between them and the whites. It was not long before the families of Pierce and Killough were murdered, only three or four of the latter escaping, and these were brought into the settlements by the Cherokees, who cunningly represented to the Secretary

of War that these murders had been committed by the prairie Indians and treacherous Mexicans. To prevent such occurrences, "Major Walters (see Yoakum, vol. 2, p. 267, and reference to Report of Secretary of War, November, 1839, p. 6) had been ordered with two companies to occupy the Neches Saline, not only to watch the Cherokees, but to cut off their intercourse with the Indians of the prairies. Bowles, the Cherokee chief, notified Major Walters that he would repel by force such occupation of the Saline. As the major's force was too small to carry out his orders, he established his post on the west bank of the Neches, out of the Cherokee territory."

Gen. Sam Houston, while President of the Republic, did all in his power to allay the growing excitement and preserve peace. Having spent his early boyhood in the mountains of Tennessee, in close proximity to the Cherokees, and, previous to his coming to Texas, having lived among them for four years, he was familiar with their character and customs, and in addition to this, being very popular with this tribe, he necessarily exercised great influence over them. This being generally known, caused many to suspect that General Houston had delayed in taking any decisive steps against the Cherokees because he was more favorably inclined to them than to his own people. "Indeed," says an old Texan, "so strongly was this opinion entertained at the time by many of the Texans, that nothing but General Houston's great personal popularity could have sustained him in the almost neutral position he occupied in regard to the troubles then existing between his quondam friends, the Cherokees, and their white neighbors." However this may be, it is evident that he naturally felt kindly toward them, and was anxious to preserve peace between them and the Texans. Moreover, Houston was aware that it frequently happened that lawless whites upon the border, in some instances, were to blame for the outrages committed by the Indians in a spirit of retaliation, and no doubt he adopted a conciliatory policy and delayed taking any decisive action until he could definitely ascertain, first, who were the guilty parties, and to what extent the Indians were to blame, and he would then be in a condition to deal fairly with both parties.

However, General Houston's forbearance toward the Indians seems to have been exhausted, and in the latter part of his administration General Rusk, commander in chief of the militia forces of the Republic, was ordered out. It seems that on the 4th of August, 1838, a party of citizens went in pursuit of some stolen horses, and after going some distance found them secreted in a Mexican settlement, and on their return they were fired upon and one of their number killed. Several persons set out on their trail in pursuit of the murderers, but after traveling some distance they became convinced from the size of the trail that there were a considerable number of Mexicans and they returned home. About the 7th of August it was ascertained that about 100 or more Mexicans were encamped about the Angelina under the command of Nathaniel Morris, Cordova, and Cruz. General Rusk made an immediate requisition for men. On the evening of the 10th it was reported that the Mexicans had been joined by about 300 Indians, and that the enemy, consisting of Mexicans and Indians, now amounted to about 600 men. On the same day General Houston, who was then at Nacogdoches, received a letter from the Mexican leaders, headed by Vincenti Cordova—the same to whom we have made frequent allusions heretofore—disclaiming allegiance to Texas, and then set out on their march for the Cherokee Nation. Houston having been posted as to their movements, directed General Rusk not to cross the Angelina. Major Augustine, with 150 men, was detached to follow the Mexican trail, while the main body of the Texans, under General Rusk, made for the headquarters of Bowles, where he suspected the enemy had gone. On reaching the Saline, however, he discovered that the insurgent leaders had fled to the upper Trinity and that their followers had dispersed. Thus ended this little expedition, but during the month of October of the same year General Rusk was found marching at the head of about 200 men on his way to Fort Houston, on the Trinity, in pursuit of a motley crowd of Mexicans and Indians who had been committing depredations on the frontier.

Learning that the enemy were at the Kickapoo town, he marched to that place and encamped there on the 15th. At daybreak on the morning of the 16th he attacked the enemy, and after the engagement had lasted about fifteen minutes, Rusk ordered a charge. The enemy were completely routed and were pursued about a mile, leaving eleven of their dead upon the field. This closed the engagements with the Indians in eastern Texas for the year 1838, and after having thus discussed the policy of General Houston toward the Cherokees and their allies, we now return to the beginning of the Cherokee War proper. Gen. Mirabeau B. Lamar having been inaugurated President of the Republic on the 9th of December, 1838, and being in full sympathy with the whites, it was quite apparent that his policy toward the Indians would be an aggressive one. After his inauguration he attempted a reconciliation of the existing troubles, but failing to effect a peaceful removal of the Indians, or to get any satisfactory assurances from them that they would cease depredating upon the whites in the future, he determined

to drive them from the country, nor did he lose any time in making the necessary preparations. Major Walters having been stationed on the west bank of the Neches as previously noted, Colonel Burleson, who at that time was collecting a force on the Colorado River to operate against other Indians, was directed to march his force in close proximity to the Cherokee territory so that he might be prepared to enter the same on short notice. Burleson reached the Neches on the 14th of July with 400 men. He was accompanied on this expedition by Vice-President David G. Burnet, Gen. Albert Sydney Johnston, Secretary of War, and others holding high official positions. Colonel Landrum, with a regiment from eastern Texas, arrived about the same time. General Rusk, with a regiment from Nacogdoches, had arrived a few days previous. The entire force was placed under the command of Gen. K. H. Douglass.

In the afternoon of the 15th of July, the combined forces of Burleson, Rusk, and Landrum, under the command of General Douglass, attacked the Cherokees and their allied bands, who had taken up a strong position about 7 miles up the river above the "council grounds" and were awaiting the attack. The Texans, coming up in the open prairie, were fired on by the Indians, who occupied a hill near a ravine, and then retreated in the ravine. The engagement then became general. The ground was stubbornly contested by the Indians, and from a little before sunset, when the fight began, until dark, the conflict was sharp and fierce. Finally, however, the Texans made a determined charge upon the Indians and the latter fled, leaving behind them on the field 18 of their warriors dead. The Texans only had 3 killed and 5 wounded. During the night the Indians retreated several miles, and when the Texans came upon them in the afternoon of the 16th they found the enemy strongly posted in a wooded ravine about half a mile from the Neches, ready for battle. The Texans were compelled to advance through an open country and consequently were greatly exposed to the fire of the enemy, but they continued to advance, pouring hot shot into the redskins. The Indians, after standing their grounds for a while, finally fled into the Neches bottom and sought protection in the swamps and thickets, not attempting to make another stand. This was a hotly-contested battle, and during the engagement, which lasted about an hour and a half, the Indians had about 100 of their warriors killed and wounded, and among the former was their distinguished chief, Bowles. The Texans lost 5 killed and 27 wounded; among the latter were Vice-President Burnet, Gen. Albert Sydney Johnston, Adjutant-General McLoud, and Major Kaufman. The Indians were completely routed in this engagement, and, notwithstanding they had an estimated force of about 800, against 500 Texans, they were taught by this engagement the superior generalship of the whites over the Indians.

Their trail was followed for several days by the Texans who passed many of the Indians' villages and cornfields; all of which were destroyed by the Texans. On the evening of the 25th pursuit was abandoned, whereupon the troops were all marched home and mustered out of service. This was the last fight between the whites and the Cherokees in eastern Texas, but, notwithstanding the crushing defeat they had sustained, they continued for several months depredating upon the lives and property of the frontier people. After the death of Bowles, his son John and an Indian named Egg, became the head chiefs of the allied tribes, who now took refuge on the head waters of the Trinity River, where they remained for a few months.

In the fall of 1839, John Bowles and Egg attempted to lead their followers into Mexico, passing entirely above the settlements. But Colonel Burleson, who happened to be out on a campaign against the wild tribes, came across their trail, followed it, and attacked them on Cherokee Creek near the mouth of the San Saba River, some 75 miles above Austin. This was on Christmas Day. John Bowles and Egg were both killed in the engagement and several of the warriors and 27 women and children captured, among whom was the wife of Chief Bowles, who had been killed in eastern Texas. All their camp equipage was also captured. The Indians fought desperately for a short time in this engagement, but they could not stand very long the hot fire that was being poured into them by the Texans. Those of the redskins who escaped from this fight retraced their steps and joined their kindred in the Indian Territory. This was the last fight with the Cherokees in Texas. We believe that it was in this engagement that the gallant Capt. John L. Lynch was killed while leading a charge against the enemy. The Indian prisoners were all delivered by Colonel Burleson to the agent of the Government.

In the year 1839 a general order was issued by the Federal Government for the removal of all Indians from the then Republic of Texas. Through the intercessions of the then acting president of the provisional government of Texas, Lamar, the Commissioner who was charged with carrying out the order of removal was prevailed upon

not to molest or remove the Kickapoos, Shawnees, and Delawares, to whom later a grant in common was made for services rendered by them in protecting the border of the Republic against the hostile Indians. This grant was 40 miles square, situated on the Brazos River.

Documentary history of dealings with Texas by these affiliated tribes.

Be it solemnly decreed, That we, the chosen delegates of the consultation of Texas, in general convention assembled, solemnly declare that the Cherokee Indians and their associate bands, twelve tribes in number, agreeably to their last general council in Texas, have derived their just claims to lands, included within the bounds herein-after mentioned, from the government of Mexico, from whom we have also derived our rights to the soil by grant and occupancy.

We solemnly declare that the boundaries of the claims of the said Indians to land is as follows, to wit: Lying north of the San Antonio road and the Neches and west of Angelina and Sabine rivers. We solemnly declare that the governor and general council, immediately on its organization, shall appoint Commissioners to treat with the said Indians, to establish the definite boundary of their territory and secure their confidence and friendship.

We solemnly declare that we will guarantee to them the peaceable enjoyment to their rights to their lands, as we do our own. We solemnly declare that all grants, surveys, and locations of lands within the bounds hereinbefore mentioned, made after the settlement of the said Indians, are, and of right ought to be, utterly null and void and that the Commissioners issuing the same be and are hereby ordered immediately to recall and cancel the same as having been made upon lands already appropriated by the Mexican Government.

We solemnly declare that it is our sincere desire that the Cherokee Indians and their associate bands should remain our friends, in peace and war, and if they do so, we pledge the public faith for the support of the foregoing declarations. We solemnly declare that they are entitled to our commiseration and protection, as the just owners of the soil, as an unfortunate race of people that we wish to hold as friends and treat with justice. Deeply and solemnly impressed with these sentiments, as a mark of sincerity, your committee would respectfully recommend the adoption of the following resolution:

Resolved, That the members of this convention now present sign this declaration and pledge of the public faith on the part of the people of Texas.

Done in convention at San Felipe de Austin, this 13th day of November, A. D. 1835.

(Signed) B. T. Archer, Pr.; John A. Wharton, Meriwether W. Smith, Sam Houston, William Menifee, Chas. Wilson, Wm. N. Sigler, James Hodges, Wm. W. Arrington, John Bevil, Wm. S. Fisher, Alex. Thompson, J. G. V. Pierson, D. C. Barrett, R. Jones, Jesse Burnam, Lorenzo de Zavala, A. Horton, Edwin Waller, Daniel Parker, Wm. P. Harris, John S. D. Byrom, Wm. Whitaker, A. G. Perry, Albert G. Kellogg, C. C. Dyer, Geo. M. Patrick, J. D. Clements, Claiborne West, Jas. W. Parker, J. S. Lester, Geo. W. Davis, Joseph L. Hood, A. E. Johnson, Asa Hoxey, Martin Parmer, Asa Mitchell, L. H. Everett, R. M. Williamson, Philip Coe, R. R. Royall, John W. Moore, Benj. Fugua, Sam. T. Allen, Wyatt Hanks, James W. Robinson, Henry Millard, Jesse Grimes, A. B. Hardin, Wylie Martin, Henry Smith, David B. Macomb, A. Houston, E. Collard; P. D. Dexter, secretary.

I, James Pearson Newcomb, secretary of state of the State of Texas, do hereby certify that the foregoing is a true and correct copy of the original declaration on file in this office (which declaration, however, it is believed, was never carried into effect), and affix the seal of office this 25th day of November, A. D. 1870.

(Seal of the department of the State of Texas.)

JAS. P. NEWCOMB, *Secretary of State*.

Signed per J. E. Oldright, acting secretary of state.

Be it resolved by the general council of the provisional government of Texas:

That Sam Houston, John Forbes, and John Cameron be, and they are hereby, appointed commissioners to treat with the Cherokee Indians and their twelve associate bands, under such instructions as may be given them by the governor and council, and should it so happen that all the commissioners can not attend, any two of them shall have power to conclude a treaty and report the same to the general council of the provincial government for its approval and ratification.

(Passed December 22nd, 1835.)

Be it resolved, etc., by the general council of the provincial government of Texas:

SECTION 1. That Sam Houston, John Forbes, and John Cameron, appointed commissioners to treat with the aforesaid Indians be, and they are hereby, instructed to proceed as soon as practicable to Nacogdoches and hold a treaty with the Indians aforesaid, and that they shall in no wise transcend the declarations made by the consultation of November last in any of their articles of treaty.

SECTION 2. *And be it further resolved, etc.,* That they are required in all things to pursue a course of justice and equity toward the Indians, and protect all honest claims of the whites, agreeably to such laws, compacts or treaties as the said Indians may have heretofore made with the Republic of Mexico, and the said commissioners be instructed to provide in said treaty with the Indians, that they shall never alienate their lands, either separately or collectively, except to the government of Texas, and to agree that the said government of Texas, will at any time hereafter purchase all their claims at a fair and reasonable valuation.

SECTION 3. *Be it further resolved, etc.,* That the Governor be required to give the commissioners such definite and particular instructions as he may think necessary to carry into effect the foregoing resolutions, together with such additional instructions as will secure the effective cooperation of the Indians at a time when it may be necessary to call the effective force of Texas into the field, and agreeing for their services in a body for a specified time.

SECTION 4. *Be it further resolved, etc.,* That the commissioners be authorized and empowered to exchange other lands within the limits of Texas, not otherwise appropriated, in place of the lands claimed by said Cherokee Indians and their associate bands. (Passed at San Felipe de Austin, December 26th, 1835. Approved December 28th, 1835.)

Ordinances, etc., of Texas.

An act to repeal an act entitled, "An act to sectionize and sell the lands formerly reserved for and occupied by the Cherokee Indians," approved February 1st, 1840; also to repeal an act entitled, "An act to provide for the survey and sale of a portion of the territory formerly occupied by the Cherokee Indians," approved July 23rd, 1842.

Article 4547 (2106). The act entitled, "An act to sectionize and sell the lands formerly reserved for and occupied by the Cherokee Indians," approved February 1st, 1840; also an act entitled, "An act to provide for the survey and sale of a portion of the territory formerly occupied by the Cherokee Indians," approved July 23rd, 1842, be and the same are hereby repealed.

Passed January 27th, 1844.

(Paschal's Digest of the Laws of Texas, page 749, second edition.)

Copy of the treaty between Texas and the Texas Indians.

This treaty, made and established between Sam Houston and John Forbes, commissioners on the part of the provisional government of Texas, on the one part, and the Cherokees and their associate bands, now residing in Texas, of the other part, to wit: Shawnees, Delawares, Kickapoos, Quapoos, Choctaws, Boluxies, Jawanies, Alabamas, Cochatis, Caddos, of the Neches-Tahovcattakes, and Unatuquous, by the head chiefs, head men, and warriors of the Cherokees, as elder brother and representative of all other bands, agreeable to their last general council. This treaty is made conformable to a declaration made by the general consultation, at St. Felipe, and dated 13th November, A. D. 1835.

ARTICLE FIRST.

The parties declare that there shall be a firm and lasting peace forever, and that a friendly intercourse shall be preserved by the people belonging to both parties.

ARTICLE SECOND.

It is agreed and declared that the before-named tribes or bands shall form one community, and that they shall have and possess the lands within the following bounds, to wit: Lying west of the San Antonio road and beginning on the west at the point where the said road crosses the river Angelina, and running up said river until it reaches the mouth of the first large creek—below the Great Shawnee village—emptying into the said river from the northeast, thence running with said creek to its main source, and from thence a due north line to the Sabine River, and with said river west, then starting where the San Antonio road crosses the Angelina River, and with said road to the point where it crosses the Neches River, and thence running up the east side of said river in a northwest direction.

ARTICLE THIRD.

All lands granted or settled in good faith previous to the settlement of the Cherokees within the before-described bounds, are not conveyed by this treaty, but excepted from its operation. All persons who have once been removed and return shall be considered as intruders, and their settlements not be respected.

ARTICLE FOURTH.

It is agreed by the parties aforesaid that the several bands or tribes named in this treaty shall all remove within the limits or bounds as before described.

ARTICLE FIFTH.

It is agreed and declared by the parties aforesaid that the land lying and being within the aforesaid limits shall never be sold or alienated to any person or persons, power or government whatsoever, else than the government of Texas, and the Commissioners, on behalf of the government of Texas, bind themselves to prevent in future all persons from intruding within the said bounds. And it is agreed on the part of the Cherokees for themselves and their young brothers that no other tribes or bands of Indians whatsoever shall settle within the limits aforesaid but those already named in this treaty and now residing in Texas.

ARTICLE SIXTH.

It is declared that no individual person, member of the tribes before named, shall have power to sell or lease land to any person or persons not a member or members of this community of Indians, nor shall any citizen of Texas be allowed to lease or buy land from any Indian or Indians.

ARTICLE SEVENTH.

That the Indians shall be governed by their own regulations and laws within their own territory, not contrary to the laws of the government of Texas. All property stolen from the citizens of Texas or from the Indians shall be restored to the party from whom it was stolen, and the offender or offenders shall be punished by the party to whom he or they may belong.

ARTICLE EIGHTH.

The government of Texas shall have power to regulate trade and intercourse, but no tax shall be paid on the trade of the Indians.

ARTICLE NINTH.

The parties to this treaty agree that one or more agencies shall be created, and at least one agent shall reside specially within the Cherokee village, whose duty it shall be to see that no injustice is done to them or other members of the community of Indians.

ARTICLE TENTH.

The parties to this treaty agree that so soon as Jack Steele and Samuel Benge shall abandon their improvements without the limits the before recited tract of country and remove within the same, that they shall be valued and paid for by the government of Texas—the said Jack Steele and Samuel Benge having until the month of November, next succeeding from the date of this treaty, allowed them to remove within the limits before described. And that all the lands and improvements now occupied by any of the before-named bands or tribes not lying within the limits before described shall belong to the government of Texas, and subject to its disposal.

ARTICLE ELEVENTH.

The parties to this treaty agree and stipulate that all the bands of tribes, as before recited (except Steele and Benge), shall remove within the before-described limits within eight months from the date of this treaty.

ARTICLE TWELFTH.

The parties to this treaty agree that nothing herein contained shall affect the relations of the Sabines or the Neches, not the settlers in the neighborhood thereof, until a general council of the several bands shall take place and the pleasure of the convention of Texas be known.

ARTICLE THIRTEENTH.

It is also declared that all the titles issued to lands not agreeably to the declaration of the general consultation of the people of all Texas, dated the thirteenth day of November, eighteen hundred and thirty-five, within the before-recited limits, are declared void, as well as all orders and surveys made in relation to the same.

Done at Colonel Bowles' village, on the twenty-third day of February, eighteen hundred and thirty-six, and the first year of the provisional government of Texas.

SAM HOUSTON.
JOHN FORBES.

Witness:

FOX FIELDS (his x mark).
HENRY MILLARD.
JOSEPH DURST.
A. HORTON.
GEO. W. CASE.
MATTHIAS A. BINGHAM.
COLONEL BOWLS (his x mark).

BIG MUSH (his x mark).
SAMUEL BENGE (his x mark).
OOZOVTA (his x mark).
CORN TASSELL (his x mark).
THE EGG (his x mark).
JOHN BOWL.
TUNNETEE (his x mark).

GEORGE V. HOCKLEY,
Secretary of Commission.

DEPARTMENT OF STATE,
Austin, Texas, Dec. 7th, 1870.

I, James P. Newcomb, secretary of state of the State of Texas, hereby certify that the above and foregoing is a true and correct copy of the original on file in this office, in testimony whereof, I have hereunto signed my name and caused the seal of the department of state to be affixed, day and date as above written.

(Seal of the department of state of Texas.)

JAMES P. NEWCOMB,
Secretary of State.

Per J. E. Oldright, Acting Sec'y of State.

DISTRICT OF COLUMBIA,
County of Washington, to wit:

I, Joseph T. K. Plant, a commissioner of deeds, etc., of the State of Texas, for the district aforesaid, do hereby certify that the above foregoing is a true and accurate copy made by myself from the original copy signed by J. E. Oldright, as acting secretary of state of Texas, and that the seal of the department of state is thereon.

Witness my hand and official seal this eleventh day of February A. D. 1871.

JOSEPH T. K. PLANT,
Commissioner of the State of Texas.

(Seal of the State of Texas, Joseph T. K. Plant, commissioner of deeds, Washington, D. C.)

Letter on file in the Indian Office.

DEPT. OF STATE,
Washington, March 4th, 1840.

HON. JOEL R. POINSETT, *Secretary of War.*

SIR: I have the honor to enclose for your information an extract from a letter received at this Department on the 3rd instant, from the United States consul at Matamoras.

I have the honor to be, sir, your obedient servant,

JOHN FORSYTH.

[Extract from a letter dated 1st January, 1840, received at the Department of State, from the United States consul at Matamoras, on the 3rd of March, 1840, after the Texas forces had driven the Indians off the Sabine Grant.]

During the last six months various small parties of Indians have arrived in this city at different times from the eastern part of Texas, consisting principally of Cherokees, Delawares, Kickapoos, and Caddoes. They muster at present about eighty

warriors, all of whom, it would seem, have entered into the Mexican service. They draw their rations and have been furnished with arms, ammunition, clothing, etc.

Some of the head men have lately returned from a visit to their respective tribes. One of them, who speaks English and calls himself Jim, informed me that he had visited several Indian tribes within the limits of the United States, particularly the Delawares. I have been unable to elicit from him anything of importance with regard to the object of the mission. It would be well, however, to appraise the Indian agents on the western border of the United States of these movements, in order that they may be on the alert and check any improper interference with the tribes under their charge.

On the 11th ultimo a party of these Indians, together with several Mexicans, fell in with six Texans, accompanied by two Mexican servants, on their way from Mier to San Antonio de Bexar. They killed all the Texans, stripped them of their clothing and effects, and brought the two servants prisoners to this place. It is said Colonel Ross was one of the Texan party.

Agreement of delegates of Kickapoo, Delaware, Shawnee, Wichita, and Caddo tribes to formulate plan for removal to Mexico; power of attorney to O-ke-mah to locate and select lands, and appointment of advisers to O-ke-mah.

WASHINGTON, D. C., *January 16, 1896.*

Pursuant to councils held in Oklahoma and Indian Territory at various times during the past five years, said councils being composed of delegates from the Kickapoo, Delaware, Shawnee, Wichita, and Caddo tribes of Indians, we, the undersigned delegates, have met in this city for the purpose of considering and formulating a plan for the removal of those of our people to the Republic of Mexico who may hereafter desire to so remove. After consulting with the Commissioner of Indian Affairs and the chairman of the Senate Committee on Indian Affairs, and after counseling among ourselves, and after having heard the report of the delegates sent by us to the Republic of Mexico, pursuant to council proceedings held heretofore in Oklahoma, it is agreed by us that in view of the fact that a portion of the Kickapoo tribe now resides in the Republic of Mexico and are well acquainted with the language, character, and customs of the people, that the Kickapoo tribe residing near Shawnee, Oklahoma, shall with the greatest possible expedition arrange in the Republic of Mexico for sufficient land upon which our people desiring to emigrate to that Republic may locate and shall remove to that Republic, and that so fast as our people may be able to also emigrate they shall be received by said Kickapoo tribe as affiliates and members of that tribe entitled to all the rights and privileges of membership therein, and entitled to share in the common property of said tribe upon paying into the common funds the proceeds of whatever land or other property they may have left behind them in the United States.

For the purposes of carrying this agreement into effect we each and all of us, having full confidence in the honesty, fidelity and good judgment of Okemah, a Kickapoo residing at Shawnee, do hereby constitute and appoint him as our agent and attorney in fact for the purposes of locating and selecting lands suitable to our use, as above stated; and further, as advisers of the said Okemah we name and appoint Big Jim, chief of the Shawnees, Jack Harry, of the Delawares, Sam Houston, of the Caddos and Wichitas, and Jacob Tomahawk, of the Eastern Shawnees and Delawares.

BIG JIM (his x mark).
 JOE BLANCHARD (his x mark).
 WAH-PE-THE (his x mark).
 PAM-ETH (his x mark).
 KE-SHO-KO-ME (his x mark).
 PAM-O-WA (his x mark).
 BAR-SIN-DE-BAR (his x mark).
 SAM HOUSTON (his x mark).
 THOMAS WISTER (his x mark).
 JACK HARRY (his x mark).
 DAVID POLER.
 STANLEY EDGE.

In presence of,
 B. F. BEVRIDGE.
 W. C. SHELLEY.

Agreement of representatives of Caddos, Kickapoos, Shawnees, and Delaware Indians to employ M. J. Bentley to acquire lands in Mexico for them.

SABINAS, MEXICO, August 23, 1900.

We represent our bands of Caddos and Kickapoos and Shawnees and Delawares. Long time ago we met in Washington and fixed it with Senators to come here in Mexico all together. Now we are here and we like the country and see these Kickapoos here in Nacimeento Coahuila State do good. We all agree to hire Bentley to fix for us some land here right away for we in hurry leave Oklahoma Territory. Big Jim and Stanley Edge must go right away with some Kickapoos and see him then come back and hunt land. We see Piedra Blanco and it is good place for us—plenty cattle, good grass and good water. Plenty good country in mountains in Chihuahua and Senora. We make new home where we have old way. We like old way, Great Spirit make us Indians. We be Indians always here in Mexico.

BIG JIM (his x mark).
JACK HARRY (his x mark).
DAVID POLER.
O-KE-MAH.
JACOB TOMAHAWK.
STANLEY EDGE.
DAVID WILDCAT (his x mark).

Witness:

STANLEY EDGE.
DAVID POLER.

UNITED STATES SENATE,
Washington, D. C., January 14, 1903.

Hon. W. A. JONES,
Commissioner of Indian Affairs, Washington, D. C.

MY DEAR MR. JONES: Will you please read and return inclosure, with such a reply as I may forward to my correspondent?

Yours, very truly,

M. S. QUAY.

SHAWNEE, OKLA., January 10, 1903.

Hon. M. S. QUAY,
United States Senate, Washington, D. C.

SIR: I have the honor to address you in behalf of Pah ko tah, a Mexican Kickapoo Indian, for whom I am attorney, and who, last Monday afternoon, with his family, left here for Eagle Pass, Tex., near which place he intends to locate. As is usual with Indians, he arranged to take his entire equipment with him, consisting of wagons and mules, saddles, dogs, and guns, and the usual paraphernalia, which he himself loaded here, making a full carload of Indian emigrant outfit. He employed a white man to accompany the car and care for the stock, because he himself could not speak English. As soon as he had left, the teacher in charge of the Shawnee Indian school, who is acting agent here, attached the car and removed therefrom six of Pah ko tah's and his family's mules, and released the car; then after the car had left here he attached it again 40 miles west of here, and has by every possible means attempted to restrain and delay this Indian's property and interfere with his business. Pah ko tah and family probably arrived at their destination Thursday night last, and were there waiting without bedding or suitable shelter, while the Indian agent was here still holding their car, which late last night was released from legal process. I have been advised that this Indian agent is endeavoring to have an army or military officers seize this car and equipment when it arrives at Eagle Pass, Tex.

These Indians are in a sad predicament. Even when their car arrives there they will have wagons and harness with no mules to pull them or way to proceed to their destination. The object of this Indian Pah ko tah, leaving his location here, was that he was being persecuted and felt that his life was in danger here. Only a few weeks ago drunken renegade Indian friends of the agent went to his home and beat him nearly to death, breaking two of his ribs and pulling his hair out and stamping him in the face with their boot heels. All his relatives here had died except his immediate family, and he has a large number of surviving relatives who live in the neighborhood of Eagle Pass.

It is apparent that the objection the Indian agent has to the Indians leaving is the fact that, though the agency is only 2 miles from a city of 10,000 population, the

agent's friends maintain a store at the agency, where the Indians are charged about twice the usual price for goods, and which is the only place where they can get credit, because all their funds arising from the leasing of their lands and annuity money received from the Government passes through the Indian agent's hands, and the agent as a matter of course protects the agency store in collecting its accounts from the Indians.

The defense of the Indian agent in holding these mules is that they were given to the Indian by the Government and therefore the Government may seize them or appropriate them at any time. The fact is that they were given to the Indian under a contract with the Government without restriction or reservation whatever, except that the Indian agreed to neither sell nor trade them; that he would use them for his only and exclusive use and benefit, and in this instance the Indian has neither violated nor sought to violate his contract with the Government in any respect.

Trusting you will feel warranted in looking into this matter.

I am, most respectfully,

M. J. BENTLEY.

(Original returned to Senator Quay January 15, 1903.)

Letters and reports of the Commissioner of Indian Affairs to the Secretary of the Interior relative to character of M. J. Bentley, and his conduct and dealings with the Kickapoos.

DEPARTMENT OF THE INTERIOR, OFFICE OF INDIAN AFFAIRS,
Washington, December 14, 1905.

The SECRETARY OF THE INTERIOR.

SIR: Of even date with this communication a report has been made concerning one phase of the investigation made by supervisor of schools, Chas. H. Dickson, into affairs relating to the Mexican Kickapoo Indians. That report is confined entirely to the subject of seven conveyances made by certain of these Indians, which, it is alleged, were made through the instigation and connivance of M. J. Bentley, whereby the Indians were defrauded of their lands.

Mr. Bentley, as you are aware, was for several years special agent in charge of certain Indians in Oklahoma. During that time it appears that he committed many acts which were at least reprehensible. Under date of November 4, 1903, Superintendent Thackery, of the Shawnee school, made a report direct to you relative to these matters. The report says that Bentley shipped much property bought by the Government and intended for the use of the Indians to Mexico; that an attempt was made to prosecute him, but this prosecution failed through the incompetency of the assistant district attorney or his unwillingness to do his duty.

Since Mr. Bentley has been out of the service he has been assiduously acquiring the property of the more ignorant of the Mexican Kickapoos. One of his favorite practices is to induce heirs, who have sold inherited land, to let him have their money for safe-keeping. There is now pending in the district court of Pottawatomie County, Okla., a suit brought by Mary Penetho as plaintiff against Bentley to recover moneys Bentley received under agreement to deposit with the First National Bank of the City of Shawnee, Okla. Bentley took from this woman the sum of \$7,000, as she alleges, for the purpose of depositing it to her credit, as above stated. He gave her what she believed was a receipt for the money, but it is found to be a promissory note. He has repaid \$1,678. In his testimony before the first court of letters in the district of Monclova, Mexico, during Mr. Dickson's investigation, Bentley admitted that he had received \$2,000 from Pequas, \$1,200 from Nancy Pecan, and \$3,000 from Emma Garland to safeguard for them, and money from others that he did not remember. All these amounts he claims to have returned. On direct question he admitted that he had received \$5,000 from Ah tah meh skah mi quah, and that she died on the 15th day of February, 1905. Of this amount \$3,000 was in the form of a deposit and \$2,000 a loan. He claims to have paid to this woman before her death \$3,035, and at her death he owed her \$1,975; that since her death he has maintained her daughter until her death, which occurred in June, 1905, having paid all the expenses incident to her sickness and burial, and that he advanced some money to the daughter's heir and is holding the balance until the estate is probated.

Inclosure No. 40 of Mr. Dickson's report contains a copy of a paper in the hands of Tah na the hah, a Kickapoo Indian, shown to Supervisor Dickson July 24, 1905, which reads:

"Received of Tah na the hah the sum of \$680, in trust, to be used by me to best protect and care for the interests, maintenance, and welfare of the said Tah na the hah, etc., this 2d day of December, 1903.

"MARTIN J. BENTLEY."

This woman stated that the money was paid to her by Blakesley, clerk at Shawnee Agency, as proceeds of a land sale; that she got \$700 and gave it all to Bentley. One Joe Clark, one of Bentley's followers and a former additional farmer in the Indian Service, told her she might lose the money and advised her to place it with Mr. Bentley. The woman claims there is still due her \$155.35, while Bentley claims there is due but \$135.55. She says she has wanted the whole of her money, but Bentley gave her only a little at a time.

On the same day Wa sko pah, an Indian, stated to Supervisor Dickson that he had received \$1,604 from heirship land. The money was paid by Maxey at the bank in money. He let Bentley take care of it, and kept only \$4. Bentley gave him money as he asked for it, and he received no paper from Bentley about the money. He did not remember that Bentley gave him any paper. When he came across to Mexico he let Bentley pay out a little but does not know how much. Bentley showed him a book where his account was kept. When he started for Mexico he wanted a great many things and at one time obtained \$350, American money. This was the largest amount he received at any one time.

Pequa received \$2,500, American money, proceeds of the sale of land. The money was paid to him by Superintendent Thackery. He spent it in various ways and owed a little money to a trader. Superintendent Thackery told him it was dangerous to carry around so much money, so Pequa went over to Bentley and gave him the money to take care of. Bentley gave him a paper showing how much it was. The money was sent to Eagle Pass, where he received all that he had deposited. Bentley sent the money to Eagle Pass.

In several communications Superintendent Thackery has intimated that Mr. Bentley has large sums of money belonging to the Indians, which were obtained by the sale of inherited lands. He thinks that the Indians have nothing to show for it, and that if they did have they would not recover, as Bentley is worthless so far as judgment is concerned.

Another scheme seems to be to get valuable lands away from the Indians without any consideration. The subject of the other report of even date sets up the facts in regard to the seven allottees therein considered. It, however, seems pertinent here to include the testimony Bentley gave in answer to the interrogatories filed with the first court of letters in Monclova, July 26, 1905, and comment on some of the circumstances surrounding that transaction. He was asked whether any of the Mexican Kickapoos had deposited money in his hands in order that he might safeguard it. He answered that they had, but at that time he had no other funds than those deposited for the purchase of lands and private loans, for which he had given corresponding notes.

He was asked to state the agreement he had with the seven Kickapoos relative to the sale of their lands in Oklahoma. He answered that the agreement was to the effect that of all the money produced by the sale there would be given to them what they needed to live on. The remainder, if it were sufficient to buy land in Mexico, would be thus invested, and each received some money when he made the transfer of his land; that the land which might be bought could be here (Mexico) or in Texas, and would be adjudicated to the seven Indians in proportion to the money invested by each one. Asked to state if this agreement was in writing or verbal, he replied that it was by private agreement. Asked whether he had complied with his part of the agreement in full or in part, he answered that he had complied so far as it had been possible for him to do so; that he has set about buying the "Nogalites" lands, offering \$55,000, Mexican, and had almost completed the purchase, but in the end the owner would not make the transfer; that he has also been in the State of Durango seeking land, and has not ceased working on this, which is his business, and at the present time he is treating for the purchase of 100 leagues of land from General Navanjo. Asked who were his partners in Mexico, he replied that he had no partners excepting the Indians; that he has commissioners employed for the inspection and report on the lands that he may negotiate for. To sum up, he claims to have sold the lands for the Indians, to have paid them a small amount down and to be holding the balance, and that he is going to invest it for them. The testimony of the Indians is directly to the contrary. They do not believe their lands are sold, with the exception of one instance, but think that they have signed papers authorizing Bentley to exchange their allotments for land in Mexico.

One of the interpreters used by Mr. Dickson was Henry C. Jones, a member of the Sac and Fox tribe, a progressive and intelligent citizen, so much so that he has educated his children in a manner far above that of many citizens in good circumstances and good surroundings, one of his sons being a graduate of Harvard. His services were procured on the representations of Mr. Thackery that it was important that a man of his character and intelligence should act. He went to Mexico and lived with

the Indians several days in their camp. In a statement dated September 8, 1905, he says:

"I gave it as my candid opinion, after hearing all the testimony at Muzquiz, Mexico, of Okemah and wife, as well as the other Indians who were made to sign papers (deeds) at Eagle Pass, Tex., and at their camp near Muzquiz, and after thoroughly canvassing the matter with said Indians at their camp and in Muzquiz, there is no doubt in my mind that, first, these deeds were not explained to, or understood by, a single one of the Indians; second, that all the Indians, except one, fully believed that the papers which they signed related not to a sale of their lands but to an agreement to exchange their lands in Oklahoma for lands in Mexico; third, that none of the Indians considered that the little money which they received was in payment for their land or in part payment; fourth, that the whole transaction from beginning to end was a stupendous fraud upon these Kickapoo Indians."

He also provided another statement relative to a conversation Bentley had with him in a barber shop in Muzquiz. Bentley asked him when the Sac and Fox of Oklahoma would receive patent in fee to one-half their allotments. He told him on March 27, 1906. Bentley explained to him how he could do as he, Bentley, had done in the case of the seven Kickapoos, viz, get the Indians to come to Mexico and Jones and himself could then get very valuable lands for very little money, and set up a store in Mexico and make more money.

To revert to the deeds, it will be noted that all the deeds prepared were dated March 7, 1905, and acknowledged on the same date, with the exception of one which was acknowledged on March 9, 1905, the date of execution being blank as to the month and year. They purport to have been executed at Eagle Pass, but there is convincing testimony that in one case the paper was signed in the camp near Muzquiz, and that the parties signing it were never before the notary. Be this fact as it may, Bentley was in Washington up to the day the act authorizing these transfers was passed, which was March 3, 1905, which would leave four days for him to go to Mexico, by rail to Monclova, and then overland to Muzquiz, hunt up the Indians, explain to them their rights under the law and get them to go back to Eagle Pass, Tex. This is manifestly an impossibility. He must, therefore, have had the deeds prepared and the Indians waiting at Eagle Pass to execute them, if they were ever executed, at least on the date named in the deeds. This transaction would show further that he had the purchasers ready to take the land. They must have been extremely well informed, or else it was a conspiracy and all the details had been worked out to completion in advance of the legislation. It is submitted that this latter view seems the more reasonable.

Accompanying the supervisor's report were affidavits by Rachel Kirk, missionary among the Shawnees, Elizabeth Test, field matron, and Henry C. Jones, and a statement made by Joe Billie, showing that Bentley had associated and cohabited with an Indian woman by the name of Annie Pecan, treating her as his wife, and by whom he had a child. It appears that he carried this woman with him to Mexico, and when the authorities there, for good reason, placed him in "incommunicado," he was enabled to communicate with the Kickapoos through this woman, who was permitted access to him on the ground that she was his wife. He has, undoubtedly, deceived them, as he is well known to be married, his wife being one of the parties participating with him in this swindle, by taking title to some of the allotments of which the Kickapoos were relieved. This crime originated during his incumbency as special agent.

The crowning piece to all his actions is a suit which he has instituted against Supervisor Dickson and Superintendent Thackery, charging conspiracy and slander, and asking for \$200,000 damages.

Again reverting to the deeds, an examination of them will show that all were acknowledged before W. H. Bonnet, a notary public, of Maverick County, Tex., with the exception of one, acknowledged before Lewis A. Martin, United States consul. The acknowledgments taken in the case of the deeds from Okemah, Thithequah, and Tahpahthea were found defective, and although this defect was not discovered until after March 14, 1905, new deeds were prepared in each case, which purport to have been executed and acknowledged on the same date that the first deeds were completed and before the same notary, the objection to the deeds being that in the first acknowledgment the parties appearing before the notary were not known to him personally, but were identified by other Indians.

In the new deeds the notary blandly says that they are known to him to be the identical persons—that is to say, on March 7, in one paper, they were not known, and on March 7, on what purports to be the same paper, he is in a position to say that they are personally known. When Bentley was placed in "incommunicado," Mr. Bonnet, who is United States vice-consul at Ciudad Porfirio Diaz, Mexico, without being

called upon by the American ambassador to Mexico, appeared on the ground and procured his release and enabled Bentley to leave the country before the investigation was complete. One of the deeds was acknowledged before Lewis A. Martin, consul for the United States at Ciudad Porfirio Diaz, but his acknowledgment contained a saving clause, to the effect that the parties appearing before him were identified by Roman Galan and Tom Smith. Galan is one of Bentley's confederates, being practically his representative at Muzquiz. Nothing has been disclosed to identify Tom Smith. Nevertheless, it is suggested that Mr. Martin should exercise greater care than was shown in this case. Under such circumstances, it is the duty of a consul to take an acknowledgment of an ignorant Indian, conveying title to valuable tracts of land located many hundreds of miles distant? It is quite possible, from Mr. Martin's standing and his official position, to conclude that he may be able, if necessary, to throw considerable light upon this entire transaction.

Mr. Bonnet is also the cashier or president of a national bank in Eagle Pass, Tex., through which considerable money is paid to Mexican Kickapoos, by direction of the Department upon the recommendation of this office. The supervisor reports that these transactions have not been beneficial to the Indians in interest, and some evidence now tends to show that all such cases were planned by Bentley, but nothing in the individual cases, as originally presented, discloses his connection.

Attached to all these deeds, save the one acknowledged before Mr. Martin, is a certificate made by John Mine, and sworn to before Bonnet, on the 7th day of March, declaring that he speaks the English and Mexican Kickapoo languages, and that he made the contents of the deeds known to the parties who executed them. Mine is a drunken, ignorant Indian, incapable of translating a deed, and not knowing English to such an extent that he could interpret anything.

Considerable is said in various parts of Mr. Dickson's report and in letters of Superintendent Thackery, inclosed with the report, to show that these Indians are under Bentley's influence to a most remarkable degree. They seem to be afraid of him, and will not assert their rights under any circumstances, giving up their all without any compensation or any evidence of the surrender.

In view of all these facts, the question at once arises, What is to be done? Can it be possible that all these crimes may be committed with impunity, that the law affords no remedy, and that Bentley and his associates can not be reached by the strong hand of the Government? It seems to me that they can be, if proper steps are taken and the matter is energetically looked after. The statutes of Oklahoma define a number of crimes of which he is accused, and fortunately provide adequate penalties therefor. It may not be the wisest course to attempt to indict and prosecute Bentley and his confederates for conspiracy, in securing the passage of the act of Congress responsible for these transfers; but he is guilty of that crime as defined in article 15 of the statutes of Oklahoma, 1893, and if an investigation were made it is believed that sufficient could be found for the support of an indictment for conspiracy committed in procuring legislation. They are certainly guilty of conspiring to defraud these Indians of their lands, and have almost carried out the conspiracy successfully. The circumstances surrounding this matter would seem to make out a *prima facie* case involving Bentley, Bonnet, Ives, Ida B. Bentley, John Mine, and other Indians. In the case of the three deeds, where new acknowledgments were procured, somebody is guilty of forgery under section 2343 of the statutes of Oklahoma, 1893. On the face of the papers it appears that Bonnet is guilty of forgery under section 2343, and undoubtedly Bentley is guilty of forgery under section 2365. John Mine is guilty of perjury under section 1988. No doubt Bentley is guilty under section 2000. Bentley is also guilty of forgery under section 1987, and it is believed an indictment would lie for extortion under article 44 of the statutes of Oklahoma, 1893. Bentley's conduct with Annie Pecan is a criminal offense, and in view of his record and of the facts in this case it is believed that he and all other parties should be prosecuted to the full extent of the law, and no pains or expense be spared to secure their conviction on every count that will lie.

The action of the vice-consul and of the American consul at Ciudad Porfirio Diaz, it seems to me, should receive some investigation, or at least they should make an explanation.

Under the circumstances, I have the honor to recommend that a copy of this report be transmitted, with the report of even date upon the seven deeds, to the Department of Justice, with the recommendation that all steps possible be taken to procure the conviction of Bentley and his confederates on all the charges that can stand. Because of the part which Mr. Martin and Mr. Bonnet have taken in the matter of the deeds, extra copies of these reports are inclosed, with the suggestion that, if it meets with your approval, they be laid before the State Department for such action as it may think proper in the premises. It is further suggested, however, that this might not be advisable until after the Department of Justice and its representatives have passed upon the

merits of the charges made, and decided upon the procedure to be followed, as it may be they would prefer to obtain some information or take some action before Mr. Bonnet and his friends are informed or alarmed.

The position of the Mexican Kickapoos in Mexico, who have recently gone there, will be the subject of another communication, but as the presence of some of them will be necessary to carry out successfully the views entertained here in the matter of the prosecution of Bentley and the litigation over the deeds he procured, and they can only be obtained with difficulty unless they be indicted and brought back on criminal charges, it is believed that instructions should be given prohibiting the payment of money for the sale of inherited Indian lands, or any moneys derived from any source whatever to any Indians of this tribe now in Mexico. This done, Bentley and others can not obtain possession of the funds; and if the Indians return to Oklahoma, their moneys can be held as inherited land moneys are cared for and their welfare looked after in a measure. These instructions should cover funds from every source from which they may be obtained.

Very respectfully,

F. E. LEUFF, *Commissioner.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 14, 1905.

THE SECRETARY OF THE INTERIOR.

SIR: As indicated in office report relative to seven deeds secured by M. J. Bentley, from certain Kickapoo Indians in Mexico, Supervisor C. H. Dickson was instructed to investigate not only that transaction but all other matters pertaining to their welfare, and especially to ascertain their status before the laws of Mexico, and whether they were looked upon as desirable additions to the population of that country. His report shows that a number of Mexican Kickapoos and Muskogee Indians are looked upon as citizens of Mexico, their ancestors having settled in that country many years ago. It is claimed that the grant which they occupy was settled by them in the time of Charles III of Spain, but there appear to be about 200 who have gone there during the last two years, whom the Mexican Government has found necessary to separate from those who have lived there for a long time, they occupying lands which have been rented for them for a very small rent. The party responsible for the rent is not disclosed. They are troublesome, being immoral, degraded, drunken, and generally worthless. The governor of the State wherein they reside informed them that some of them had been there for two years and had accomplished nothing, but were a menace to society and the church and the State, and that while Mexico welcomed colonists from every nation and every country, it expected them to work and do as good citizens should. He also informed them in the presence of Supervisor Dickson that under the law of Mexico unsatisfactory emigrants could be deported, and indicated that this would be the course pursued as to the new arrivals unless they changed their habits.

Governor Cardenas also states that these Indians are supplied with some money, and as long as it lasts can obtain some encouragement and recognition at the hands of unprincipled characters around them. Intoxicating liquor can be bought for 15 and 20 cents a quart, and the result is that these Indians are the most thoroughly drunken wretches probably in all the Indian race. The Mexican authorities are aware of a considerable effort being made by certain parties, who seem to be headed by Martin J. Bentley, looking to the removal of large numbers of Indians from Oklahoma and Indian Territory to Mexico. They have no objection to the coming of those who are good citizens, but they do not purpose to furnish a dumping ground for any more undesirable characters. It is clear that the object of promoting the removal of these people is that the promoters may obtain title to their allotments in Oklahoma and Indian Territory. When the little money given them is exhausted something will have to be done for them. The Mexican Government will probably drive them into this country, and then our Government will have another Indian problem on its hands.

Mr. Dickson says, in part, as follows:

"1. As to the condition of the Kickapoo Indians in Mexico. It would be difficult for me to describe the actual condition of these Indians, as they appeared to me. In all my experience I have never seen any Indians so low in the scale, in both mental and moral conditions, so dissipated through strong drink and all its attendant evils, so entirely lacking in all the elements which make for manhood and civilization as are these Mexican Kickapoo Indians. Degradation and misery are plainly manifest, and there is apparent helplessness and hopelessness among them all. While a few of the leading Indians made professions of being satisfied with their present condition, I am satisfied from information that the large majority are discontented and unhappy. Promises made to them have been unfulfilled, and they begin to realize that the

roseate pictures painted for them will not be realized. The children particularly, or many of them, looked as if they were sickly and did not have regular and nourishing food. Some of them had what appeared to be scurvy. When we first visited the Indian camp there seemed to be real destitution, but in a few days some Indian hunters returned to camp with dried venison in good quantity, when this condition was temporarily relieved. But the great trouble with these Indians (freely admitted by Mr. Bentley) is the plentiful use of ardent spirits (almost pure alcohol), which can be bought anywhere, at any saloon, without restriction, for about 15 to 20 cents per quart in Mexican money. Mr. Bentley admitted to me the terrible condition of these Indians, and said that the drunkenness and degradation were appalling. He said that at times, especially at night, the sights and sounds of the drunken Indians in their camp approached pandemonium. A careful inquiry as to the temperate Indians disclosed seven or eight total abstainers. The others will drink when they have money to buy liquor, particularly when they receive their lease and land money payments.

"2. As to their location. These Indians are now, and have been for about two years, tenants, by sufferance, of a small tract of land about 6 or 7 miles from the village of Muzquiz, in a northwesterly direction. At the time of my visit to Muzquiz the rent for this land (\$10 per month in Mexican money) had not been paid for several months, and the owner, a Mexican citizen, gave Mr. Bentley, through Mr. Wheatley, as interpreter, notice to have the Indians vacate his land. These Indians, as President Guajardo and Wah pe che quah both informed me, are in constant trouble with the citizens in the vicinity of their camp on account of the Indians' stock (horses, mules, and ponies), which is generally allowed to run at large, breaking into fields, etc., and when impounded the Indian owners are required to pay damages. This, of course, causes trouble and ill feeling between the Indians and the citizens.

"3. As to their occupation. Except as hunters, these Indians are without occupation. The President says they are loafers and vagabonds. With possibly two or three exceptions, these Indians are idle, lazy, and shiftless, without ambition, and generally dissolute.

"4. As to their future prospects. Candidly, I can not see that their future prospects, under present circumstances and conditions, are good. These people, as before stated, are discontented and unhappy, and were made so by the acts and promises of Mr. Bentley that are unfulfilled and will probably remain so. Mr. Bentley says he has money in his possession for the purchase of land for these Indians, but makes all kinds of excuses why he has not carried out his promises to them. Indeed to me the prospects for these people are gloomy and foreboding.

"5. As to their relation to the Mexican Government and their standing before the laws of that nation, Governor Cardenas has said in substance as follows:

"That those Indians who had been in Mexico for a long while were regarded as Mexican citizens, but those who had come more recently were regarded as of the United States; that the Mexican authorities viewed the whole of these Indian colonies with much disfavor, as their settlements, if such they could be called, were a menace to the peace of the State; that the Indians had never settled to work, but had roamed the northern portion of the State at large, shooting game, etc.; in the early days this had small effect, but now there was an endeavor to keep them on their own grounds, but this was a difficult matter as proprietors of lands would give the Indians permission to hunt game and they would wander off; that the lands upon which the Indians had been originally settled (referring to the Nacimiento, a Federal reservation, under control of the Federal authorities, about 2 miles from Muzquiz, in a southwest direction) were some of the best agricultural lands in the State, being in the valley with a large river and controlling the sources of water, so that irrigation was easily arranged; other ground was suitable for stock raising; to neither of these avocations would the Indians dedicate themselves, but would only hunt game; as a whole these Indians were vicious in their habits, drunken and troublesome, and that the State would most gladly be rid of them, as they were no benefit, on the contrary a detriment.

"Last year there was a fresh arrival of Indians from Oklahoma, and they were so heavily armed and such a nuisance that the Federal authorities were asked to aid the State in disarming them. This was started, but on further consideration it was seen that this might bring on serious trouble, so it was decided to do this little by little. The newer arrivals are heavily armed, have money, and at times practically take the town of Villa Muzquiz, get drunk, and are very troublesome.

"He said he proposed to take up with the Federal authorities the matter of getting those of the Indians who may be American citizens removed by arrangements with the United States. On the whole he said he would be most pleased to make a present to the United States of the whole lot, not only of the United States, but also as well those that are considered Mexican citizens. (See Inclosure No. 3.)

"6. As to the number of these Indians. I herewith inclose a census of these Indians taken at their camp, while I was in Mexico, showing the number of Indians there to be 119—60 males and 59 females. This agrees with the census of these Indians, as taken by Mr. Thakery also. When this census was taken, I had the assistance of the leading Indians at their camp, and endeavored to have it absolutely correct. There were a few of the young men, at the time this census was taken, that were away on hunting expeditions. (See Inclosure No. 53.)

"7. As to whether these Indians are acceptable additions to the population of Mexico. Upon this point the Mexican officials are agreed, and that is that these Indians, owing to their dissolute habits, are altogether undesirable as additions to the population of Mexico. (See Inclosures 3 and 50.)

"There is one feature relating to the Mexican Kickapoos now in Mexico that should have consideration. I refer to the fact that nearly all of the older Indians were born in Mexico, and claim to be residents of Mexico. As your office is doubtless aware, there is a settlement of Kickapoo and Muscogee Indians (about 300 in each tribe) called the Nacimiento Colony, distant about 25 miles from Muzquiz in a westerly direction. It is claimed that this colony dates back to Charles III of Spain. In Inclosure No. 52 herewith, will be found the substance of a statement made by Rev. J. Andres, missionary resident at Muzquiz, Mexico, of the Catholic Church, on the evening of August 7 last. I was very favorably impressed with the candor and directness of this missionary, and believe that he has a decided and sincere desire to help these Indians, although, as he says, not one of their number is a member or communicant of his church. In all good humor he refers to them as heathens. He is thoroughly familiar with the history of the Indians at Nacimiento Colony, as well as the Kickapoos from Oklahoma."

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"These Mexican Kickapoos, at Muzquiz, Mexico, are ignorant, illiterate, easily imposed upon, and in no sense of the word can they be called competent to transact the most ordinary affairs of business. If there are any Indians anywhere that need the fostering care and protection of our Government it certainly should be extended to these.

"That Mr. Bentley has had, and has now, an undue influence over these Indians in Mexico was plainly manifest to me (as I observed carefully his actions toward them) in all his dealings with them, and, on the other hand, there was an apparent dread or fear of him on the part of these Indians. On several occasions the fear of Bentley on the part of the Indians was plainly in evidence. In fact, some three or four of them told me that they would like to have a talk with me, but they were afraid of Bentley. They really did not dare to be seen at our quarters in Muzquiz. The Mexican officials, both city and judicial, remarked that Mr. Bentley seemed to have the mastery over these Indians, and held them completely in his power.

"Through this undue influence, and taking advantage of their mental weakness, and with the assistance of others, Mr. Bentley has been able to impose and perpetrate upon these Indians one of the most glaring and flagrant instances of misrepresentation, deceit, and fraud."

After considering the evident conspiracy to have large numbers of Indians in Oklahoma, and especially Mexican Kickapoos, migrate to Mexico, the supervisor recommends that immediate legislation be asked for, and that steps be taken at once to obtain authority from Congress whereby the allotments of all Indians migrating to a foreign country for the purpose of residence can be canceled. He thinks that this is the only way that the schemers can be checkmated.

In considering the seven deeds from the allottees covered by the act of March 3, 1905 (33 Stat. L., 1048), and which was the reason for his investigation, he recommends that Congress be asked to rescind its action in the matter of these allottees, whereby restrictions were removed from the sale and conveyance of their allotments.

As to the first recommendation, it is doubtful whether the object could be attained if such legislation were made general, for then there might be a scheme evolved whereby the Indians would be induced to remove for the purpose of having their allotments canceled.

Recommendation No. 2 if carried out would require a report, which might have beneficial results, as the attention of Congress would be directed to the perils of such legislation, and perhaps in future such schemes would receive scant consideration. If Congress should take any action, it is doubtful whether that would have any other effect than to show its disapprobation of the whole matter. It might, however, hamper the parties who have tried to obtain title to the lands, as patents have not issued. The whole question would still have to be fought out in the courts.

The matter, however, is submitted for such instructions in regard to the legislation to be recommended as the Department deems proper. It might be that legislation conferring discretion upon the Secretary of the Interior to cancel allotments made to Indians who choose to migrate to a foreign country would meet the situation as to the future. Certainly something should be done to thwart the work of such parties as Bentley and his confederates, and discourage others from attempting similar schemes.

Very respectfully,

F. E. LEUFF, *Commissioner.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, December 14, 1905.

THE SECRETARY OF THE INTERIOR.

SIR: Under date of April 15, 1905, this Office transmitted a report made by Frank A. Thackery, superintendent in charge of the Shawnee Indian School, Oklahoma, relative to the sale of certain Kickapoo allotments near the city of Shawnee. These allotments were sold by Martin J. Bentley, formerly special agent in charge of the Big Jim band of Absentee Shawnees, to some other parties supposed to be his confederates. The title is based upon the provision of the act of March 3, 1905 (33 Stat. L., 1048), reading as follows:

"That the Secretary of the Interior be, and he is hereby, authorized and directed to issue patents in fee to Okemah and his wife, Thithequah, Wahnahkethehah, Noten, Tahpahthea, Shuckequah, and Neconopit, members of the Kickapoo tribe, heretofore allotted in the Territory of Oklahoma, for lands so allotted to them in said Territory, and all restrictions as to sale, encumbrance, or taxation of said land, are hereby removed."

The superintendent's report was based upon a request made by the Hon. Horace Speed, district attorney for Oklahoma, who, in a communication addressed to Mr. Thackery, expressed himself very forcibly in regard to the transaction. It was recommended that an investigation be made and that all steps possible be taken to set aside the deeds and restore the Indians to their former possessions. As such an investigation would require that a portion of the work, if not all of it, should take place in a foreign country, viz, Mexico, it was suggested that the matter be brought to the attention of the Department of State, for the purpose of securing the consent and cooperation of the Mexican Government should the investigation be undertaken. The Department concurred in the recommendation and suggestion, and under date of June 13, 1905, transmitted the correspondence which had taken place between the Department of State and the Mexican Government concerning the subject, and upon this information Supervisor of Schools Charles H. Dickson, under date of June 14, 1905, was directed to proceed to the City of Mexico and confer with the American ambassador for the purpose of taking the proper steps to investigate the matters specified.

The instructions given Mr. Dickson contemplated a thorough investigation of all the facts concerning the purported sale of the land by the allottees to Bentley et al. As the matter had been before the district attorney for Oklahoma, he was asked to indicate just the form and also the evidence that would be necessary in order to enable him to institute proceedings in the Oklahoma court should it be found advisable so to act. He was asked to send such instructions of the supervisor, and Mr. Dickson was directed to comply with the suggestions and instructions that Mr. Speed should send. In addition to an investigation of the transfer mentioned, Mr. Dickson was directed to obtain all the information possible concerning the Kickapoos now in Mexico, their general condition, exact location, occupation, future prospects, relation to the Mexican Government, status before the laws of that nation, number, etc., and he was also to find out whether or not they were acceptable additions to the population of Mexico, and the hope was expressed that his mission would result in obtaining all the facts concerning the transfers of the allotments specified and also give the Office definite information concerning the welfare of these Indians.

Without reviewing the correspondence found necessary in order that the preliminary steps might be properly taken, I have the honor to state that under date of October 11, 1905, Mr. Dickson made his final report. The Mexican authorities afforded Mr. Dickson every facility within their power to arrive at the facts. In accordance with the instructions given by Mr. Speed, the testimony taken was, so far as possible, obtained according to the laws of procedure in vogue in Mexico, which seems to be somewhat similar to the ancient practice in chancery, viz, the questions were sub-

mitted in writing and the witnesses required to answer in the same manner, under a commission or order from the local court. A list of the questions submitted to the Indians is inclosed with the papers, which, together with the answers made thereto, is numbered 19. The mode of procedure was unsatisfactory, in that there was no chance to cross-examine the witnesses, and often they failed to answer the interrogatories, because they either were unable to do so or were unwilling to give the information desired. In addition to this testimony, the Indians were interviewed at their camp and the statements they made there are also included (inclosure No. 12); and while it is possible that this latter would afford no evidence in a court of law, it can readily be seen that it is a better statement of the facts than that obtained before the court.

Through some channel, not possible to ascertain, the action of the Government and the movements of Mr. Dickson were reported promptly to Mr. Bentley, and the same train which carried the supervisor to his final destination also brought Mr. Bentley. It is plain to see from the supervisor's report that this had much to do with the trouble he experienced in making the investigation, and through Bentley's influence it is apprehended that much was not disclosed which is of great importance to the case.

In addition to the sworn testimony other evidence is submitted by the supervisor, and although there are some conflicts, it is believed that the facts have been brought out sufficiently to indicate that a gigantic fraud has been perpetrated and the Indians swindled in the most outrageous manner, but, as is often the case where Indians are concerned, they seem to prefer being swindled to making any exertion to protect themselves or obtain their rights after they have been imposed upon.

Accompanying this report are copies of the deeds purporting to have been executed by the Indians: First, the deed of Okemah and Thithequah, his wife, conveying the east half of the southeast quarter of section 24, township 10 north, range 3 east, to W. W. Ives, for \$8,000. This deed is dated March 7, 1905, signed by Okemah and Thithequah by mark, witnessed by W. H. Bonnet and H. M. Fennell. The acknowledgment was taken before Bonnet on the 7th day of March, 1905, and reads in part as follows: "Personally appeared Okemah, well known to me, and Thithequah, identified by Noten and John Mine, as the identical parties," etc. Attached to the deed is an affidavit made by John Mine, reading, "I speak English and Mexican Kickapoo languages, and I made the contents of the within deed known to Okemah and Thithequah before they executed the same," signed by mark, witnessed by E. M. Ostrom and Hiram Bond, and executed before Bonnet on the 7th day of March, 1905. These affidavits purport to have been executed in Maverick County, Tex.

It appears that this deed was filed for record with the recorder of Pottawatomie County, Okla., on the 14th day of March, 1905, and recorded in book 34, page 309. It seems that Mr. Ives, the grantee named in the deed, attempted to sell the land, and did make a contract for its sale, but the examiner of the title held that such deed was not good, inasmuch as the acknowledgment failed to conform to the laws of Oklahoma. Thereupon another deed was procured from the same parties to the same grantee, executed on the same day, March 7, 1905, before the same witnesses, and acknowledged before the same notary on the 7th day of March, the date of the former acknowledgment, a week prior to the time the original deed was filed for record, and long before any question was raised as to its validity. This acknowledgment is correct in its terms, reading: "Personally appeared Okemah and his wife Thithequah, to me personally known to be the identical persons," etc. This deed was filed with the recorder of Pottawatomie County on the 28th day of March, 1905, and is recorded in book 34 of deeds, page 379.

When questioned concerning this transaction, Okemah swore to practically the following statement: "Nothing was told him of the value of the land in Oklahoma at the time of the sale, nor when he signed the deeds did they explain how much they were paying him for his land;" "Bentley did not tell him anything regarding the value or price;" "that he received from Bentley \$200 in gold and \$200 in Mexican silver;" the payment for his allotment of land sold "was to be by an exchange for land in Mexico;" "that he has not received the land, nor does he know where it is located;" "that the \$200 in gold and \$200 in silver he understood was received on account of his allotment in Oklahoma."

In the examination made at the camp, his wife being present, Okemah said "that he had made a deed at Eagle Pass for his allotment, but does not know for what consideration." "No one explained to him anything about the value of the land or the contents of the paper." "He did not receive payment nor any part of it" for the land, but "he was to receive land in Mexico in exchange, but has not secured any yet." He did not have any documentary evidence to show that he was to get land in Mexico in lieu of his allotment.

Deed No. 2 from Thithequah and Okemah, her husband, conveying the southeast quarter of section 24, township 10 north, range 3 east, to W. W. Ives, for \$5,000, executed March 7, 1905, signed by Thithequah and Okemah, by mark, witnessed by W. H. Bonnet and H. M. Fennell. Acknowledgement was taken before Bonnet on March 7, 1905, and reads, in part, as follows: "Personally appeared Thithequah, identified by John Mine, and Okemah, to me known to be the identical persons who executed the within and foregoing instrument," etc. Attached to this deed is a certificate acknowledged before W. H. Bonnet on the 7th day of March, 1905, by John Mine, reading: "I speak the English and Mexican Kickapoo languages, and I made the contents of the within deed known to Thithequah before she executed the same," witnessed by E. M. Ostrom and Hiram Bond. This deed was filed with the recorder of Pottawatomie County on March 14, 1905, and is recorded in book 34 of deeds, page 308.

Ives seems to have sold or contracted to sell the land covered by this deed, but the abstractor, in passing upon the title, objected to the deed as executed, whereupon another deed was obtained, which purported to be executed on March 7, 1905, and witnessed by the same parties and acknowledged before Bonnet on the 7th day of March, 1905, the form thereof being unobjectionable; to which is attached the certificate of John Mine, reading as in the first case, acknowledged before Bonnet on the 7th day of March, 1905, these dates all being the same as in the original deed, which was one week prior to the date the first deed was filed for record in Oklahoma. The second deed was filed with the recorder of Pottawatomie County on the 6th day of April, 1905, and is recorded in book 34 of deeds, page 419.

When Thithequah was examined in court, she swore that no one told her anything of the value of the land in Oklahoma, nor did they do so when the documents were signed in Eagle Pass; her husband told her that her land was exchanged for other land in Mexico; her husband arranged the matter and nothing was explained to her; she received nothing; her husband received from Bentley \$150 in Mexican silver. The consideration named in the deed is \$5,000. The examination that took place in the camp disclosed nothing from her, but as she was present when her husband, Okemah, was interrogated, it is presumed that she agreed with his statement.

Deed 3, Wahnakhethelah and Wahpuckweche, his wife, conveying the north half of the southeast quarter of section 13, township 10 north, range 3 east, to Ida B. Bentley, wife of Martin J. Bentley, for \$10,000, was executed on the 9th day of—, 190—, by the grantors named, signed by mark and witnessed by Roman Gallan and J. A. Bonnet. The acknowledgment was taken at the consulate of the United States, Ciudad Porfirio Diaz, Mexico, before Lewis A. Martin, United States consul, on the 9th day of March, 1905, and reads in part as follows: "Personally came Wahnakhethelah and Wahpuckweche, his wife, identified to me by Roman Gallan and Tom Smith, and thereby to me known to be the identical persons who executed the within and foregoing instrument," etc. The tract conveyed by this deed is one of the most valuable, and stands in the name of Bentley's wife, the original grantee, and as no conveyance has been made, the validity of the deed and the acknowledgment has not been questioned.

At the examination before the officers of Mexico, Wahnakhethelah swore that he was told "nothing of the value of the land in Oklahoma, but they told him the value of his land was \$10,000, but that he was not to receive money but land in Mexico," and that Bentley gave him the information. "He did not receive money, nor has he sold his land;" all that he did was "to propose his land in Oklahoma in exchange for land" in Mexico, "but he had not to receive any money but land" in Mexico "in exchange for his land in Oklahoma;" that he has not received any land and "does not know the reason why he has not; that if they comply with what was offered—land in Mexico—he is satisfied." He swears "he has not signed any deed," nor has he been informed or advised as to the paper signed; "that he signed a document for the exchange of his land," both he and his wife, and that this was done "in the camp, but they have not sold it and have not yet received the land in exchange; that Bentley presented them the document referred to and they signed it, putting the hand on the pen in symbol of signature, but without any other witnesses than the same Bentley, who gave them 200 Mexican dollars solely because they signed." Examination of this Indian in camp, his wife being present, resulted in some contradictory statements. Asked about his allotment near Shawnee, Okla., he first denied signing any paper authorizing the sale, or any paper at all, but he "turned the land over to Bentley to apply for the sale;" but afterwards he remembered that he signed a paper at Eagle Pass, but did not remember anyone being there except Mr. Bentley. Bentley did not explain the contents of the paper, nor was it interpreted to him by anyone. He supposed this paper related to the trading of his allotment for land in Mexico. He had no copy of it and did not obtain one from Bentley. He did not receive any money

for his allotment or on account of the sale of it. As he understood the matter he was to receive land in Mexico, but he had not yet obtained the land he was to get from anyone.

Deed 4, from Kishkenicquote and Nepahhah, his wife, sole heirs of Shuckequah, conveying the northern half of the north half of section 12, township 10 north, range 3 east, to Ida B. Bentley, for \$2,000, was executed on the 7th day of March, 1905, by Mishkenicquote and Nepahhah, by mark, witnessed by W. H. Bonnet and E. M. Ostrom. The deed was acknowledged before W. H. Bonnet, on March 7th, 1905, and the acknowledgment reads, in part, as follows: "Personally appeared Kishkenicquote and Nepahhah, his wife (identified by John Mine and Noten, Mexican Kickapoos known to me), as the identical persons who executed the within and foregoing instrument," etc. Attached to this deed is a certificate acknowledged before Bonnet on the 7th day of March, by John Mine, reading, "I speak the English and Mexican Kickapoo languages, and I made the contents of the within deed fully known to Kishkenicquote and Nepahhah before they executed the same," witnessed by E. M. Ostrom and Hiram Bond. If the acknowledgment in this case is not fatal, it will require a different construction than seems possible to give it.

Before the examiner Kishkenicquote swore "that no one told him anything; that Bentley told him what his lands were worth at the signing of a deed in Shawnee, and another in Eagle Pass to give him other lands in proportion. At the time of signing the document he did not know what his lands were worth." * * * "For that to which he made a document in Eagle Pass he did not receive money, but they were to give him lands in exchange here, nor did they tell him the value of the latter." "That he did not receive money in Eagle Pass for the land; that he only touched the pen in symbol of signing the document in order that they could give him lands here;" and "he supposes the Government had given permission for the sale of these lands."

In his examination at camp he stated that he had disposed of the land; "that he went to Eagle Pass" and "gave the lands so he could live in Mexico;" that "he was to receive \$300; that he signed the papers in Eagle Pass and supposed he was to receive the money from Mr. Thackery, superintendent of the Shawnee School; that Bentley sold the land," and that he "told Bentley he could do what he liked with it." He did not give Bentley any paper or power of attorney to sell, but he did sign some papers for Bentley, but did not know what they were. Being pressed to state what he was to receive for his allotment, he stated that it was so he could be enabled to stay in Mexico. He "told Mr. Bentley he could do what he liked with the land," and finally received a few dollars from Bentley on account thereof. "There was no agreement as to what he would receive." "It was a trade—the exchange of his land in Oklahoma for suitable land in Mexico." He was waiting at the camp until they could find suitable land in Mexico. He had received some money from Bentley, "but he had traded his land near Shawnee for land in Mexico," which he had not yet received. He did not know the value of the land at Shawnee, but said "it was located about 2 miles off toward the north of Shawnee City." "He had not received any land" in Mexico "from any person." He had no papers from Mr. Bentley relative to the exchange, but Bentley "promised to give him one soon." "No representations were made" to him. "He wanted to go to Mexico and asked Bentley to arrange the sale. It was his daughter's" land. He was content and satisfied with his position in Mexico, because "he could go hunting and do as he pleased."

His wife had returned to Oklahoma and was not examined in Mexico, but her affidavit was obtained. She swears "she went to Mexico of her own accord; that no person made any statement to her in regard to the value of the lands in the neighborhood of Shawnee, Okla., at the time the purported sale of her daughter's allotment took place; that no statement was made to her by Mr. Bentley as to the amount of money he would have to pay her or her husband for the land; that she does not remember that she signed any deed for land in Oklahoma, but does remember that some time last spring she was at Eagle Pass, Tex., and she did touch the pen as a symbol of signing her name to some paper, but, as she understood this paper, it related to a lease; that she did not understand she was signing a deed for the sale or transfer of land, but white men told her to touch the pen and held it for her to touch," and she did so; "that she did not know the man, having never seen him before. No money was given her at that time or since then for the paper she signed, nor, so far as she knows, was any money given to her husband, Kishkenicquote; that she again affirmed that no statements were made to her in explanation of any deed or transfer of land; that she does not know that she has sold any land, and so far as she is concerned, she understands that she still holds the land allotted to her deceased daughter."

In connection with this deed, attention is respectfully invited to the provisions of the act herein quoted. It will be noted that the parties to this deed are not men-

tioned in the act. It appears as if an attempt has been made to take advantage thereof because they are heirs to one of the allottees named in the act.

Deed 5, Tahpahthea, single, conveying the east half of the southwest quarter of section 11, township 10 north, range 3 east, to W. W. Ives, for \$1,800, was executed March 7, 1905, by Tahpahthea, by mark, witnessed by W. H. Bonnet on the 7th day of March, 1905, and the acknowledgment reads in part as follows: "Personally appeared Tahpahthea, identified by John Mine and Noten (Mexican Kickapoos), well known as the identical person who executed the within and foregoing instrument," etc.

Attached to the deed is the usual certificate heretofore set out, sworn to before Bonnet by John Mine. This deed was filed for record with the recorder of Pottawatomie County on the 14th day of March, 1905, and recorded in book 34 of deeds, page 310. Ives appears to have sold or contracted to sell this land, and the examiner of titles raised an objection similar to that set up in the case of deed No. 1, viz, that the acknowledgment was defective. Thereupon a new deed was procured, which purported to be executed and delivered on March 7, 1905, the same date as the first deed. It was acknowledged before Bonnet on March 7, 1905, the date of the other acknowledgment, but the acknowledgment is clear of any conditions or explanations. To this deed is attached the certificate of John Mine, sworn to before Bonnet and witnessed by the same parties, on March 7, 1905. This last deed was filed with the recorder of Pottawatomie County on the 28th day of March, 1905, and is recorded in book 34 of deeds, page 377.

In her sworn testimony Tahpahthea swears that she never knew anything of the value of the land sold; she did not know the contents of the document, but she signed it in Eagle Pass when there, in order that Mr. Bentley might give her a piece of land in Mexico in exchange for hers; that they did not speak about money, but that they would give her a piece of land in Mexico in exchange for her land in Oklahoma; that when she touched the pen they gave her 300 silver dollars Mexican; that she understood it was for her to "eat," not in payment for her land; that she has not received anything on account of her land, and that the \$300 which she says was given her by Bentley she believes was for the favor she did him in touching the pen. For some reason she was not examined when the supervisor visited the Indian camp, or if so, her testimony is not included in that report.

Deed 6, Neconopit and Ahnathihakqua, his wife, conveying the north half of the northeast quarter of section 14, township 10 north, range 3 east, to W. W. Ives, for \$2,000 executed March 7, 1905, by mark, witnessed by W. H. Bonnet and Roman Gallan. The acknowledgment was taken before Bonnet on the 7th day of March, 1905, and is free from objection, unless it be a forgery. To this deed is attached the usual Mine certificate, dated March 7, 1905, witnessed by E. M. Ostrom and Hiram Bond. Neconopit swore that he was not told anything about the value of the land; that he did not sell his lands, but gave them to Bentley; "that nothing was said to him about money; that Mr. Bentley was to give him in Mexico a piece of land, when he may have found it, in exchange for his (Neconopit's) land in Oklahoma; that he has not received any money whatever. Payment was to be by exchanging for other property in Mexico. He has not sold his land, therefore he had not received payment from anyone; that they did not explain anything to him; he believed he was exchanging one land for another; that Bentley persuaded him."

His wife swore that they told her nothing of the value of the land; that when she touched the pen in Eagle Pass Mr. Bentley gave her 200 silver dollars because she would exchange her land. She received but \$200 for herself and her husband jointly, but she does not know why the money was given to her.

At the camp Neconopit was examined, his wife being present. He denied that he had disposed of his allotment. He said that he had not signed any papers relative to it, but had turned the land over to Bentley and told him to do as he pleased with it; "that he wanted land in Mexico, which Bentley was to arrange for him, and Bentley promised to trade the allotment for land in Mexico. He has received no money, and does not know what the lands are worth near Shawnee; Mr. Bentley never informed him what they were worth." He never received any land in Mexico, and never obtained anything from Bentley to prove the agreement that Bentley was to give him land. Neither had Bentley promised to give him any evidence of the agreement in the form of a written promise, but Bentley would be sure to give him the land as soon as Neconopit's land in Oklahoma was sold.

Deed 7, from Noten and Mahmeshekah, his wife, conveying the west half of the southeast quarter of section 33, township 12, range 2 east, to J. H. Everest for \$3,000, was acknowledged before Bonnet on March 7, 1905, and contains no reservation as to the identity of the persons. The usual John Mine certificate, acknowledged before Bonnet on the 7th day of March, is attached to the deed. Noten swore that "when he resolved to go to Mexico, Bentley made him understand that his allotment was

worth \$2,000, and when he signed the documents they did not tell him anything." Bentley did not tell him anything regarding the amount of money, and he was told that "the document he was signing was in exchange for another land in Mexico. That when he touched the pen, he received 100 American dollars of Mr. Bentley, and he believes they were given him on account of the exchange of land he would receive" in Mexico. He has not yet received the land. "Bentley told him that he was going to obtain permission to sell his land for which he signed the document." In camp Noten said that he had 80 acres of land near McLoud, Okla.; that an arrangement had been made to sell the land, and he was to get "land in Mexico in exchange, same as other Indians. He said he had signed a paper about March 13 in Eagle Pass, relating, as he supposed, to the sale of the land, and at that time "he received 200 Mexican dollars; he received the money at Bonnet's bank at Eagle Pass, on a check" given him by Bentley. "The bank took the check and gave him the money." He did not know the value of the land, and Bentley did not tell him. Asked if he knew how much the paper or deed said the land was worth, he replied "that Bentley did not tell him anything contained in the paper." Asked as to the arrangement he had with Mr. Bentley, he answered that "Mr. Bentley was to sell his land and give him land in Mexico, as he did not want to live in Oklahoma," but wanted to go to Mexico, where he could hunt all he liked. He wants Bentley to do as he promised and help him get his land.

All these Indians unite in saying that they did not know of the legislation which authorized them to sell.

These Indians are represented to be of the most ignorant and degraded class of Mexican Kickapoos, who are said to be generally ignorant and nonprogressive. Usually they are termed "blanket" Indians. The certificates attached to the deeds show that they were interpreted to the several Indians by one John Mine, of whom the supervisor says:

"Johnny Mine, as he is called, is an ignorant, drunken, worthless Indian. He tried almost every day, when he was sober enough to walk and talk, in his broken and unintelligible English, to carry on a conversation with me; but I could not understand more than half a dozen words or so that he uttered, and I am positive that he could not interpret a document like a deed to any Kickapoo Indian, and yet this worthless, unreliable Indian has been the interpreter employed by Bentley in executing deeds involving property amounting to over \$100,000."

For convenience there follows a statement showing the amounts the Indians claim to have received, the consideration named in the deed, and the amount for which the several tracts have been sold by the purchaser, or their valuation:

	Amount claimed re- ceived by Indians.	Considera- tion named in deed.	Valuation.
Okemah.....	\$400	\$8,000	} \$30,500
Thitchequa.....	a 150	5,000	
Neconopit.....	200	2,000	
Wahnahkethehah.....	a 200	10,000	
Noten.....	100	3,000	
Tahpahthea.....	300	1,800	5,000
Kishkemoquote.....	.....	2,000	5,000

a Mexican.

The Shawnee Townsite Company have purchased the allotments of Okemah and Thitchequa, of which it is claimed \$22,500 was paid in cash and notes given for the balance. They are offering these lands for town lots, and there is inclosed (No. 43) an abstract of title that they are using in selling lots. The allotment of Wahnahkethehah, it is alleged, has been bargained to a Mr. Whitacre for \$44,000. Noten's land was sold for \$3,500. It is not disclosed whether the consideration in the last two instances has been paid or not. This leaves three allotments still in the hands of the original grantees without any outstanding equity other than that of the Indians.

Accompanying the report are a number of documents tending to substantiate the statements made by the Indians, from all of which it appears that but one of them admits that he executed a deed, and from which it is fair to presume that some of them at least never signed all the deeds that were recorded, purporting to have been executed by them. In the cases of the deeds to Ives by Okemah, Thitchequa, and Tahpahthea the originals were found defective, and new deeds were prepared and executed according to the instruments a week prior to the time any objection was

raised to the original deed, and these deeds were signed by Indians living in Mexico and executed before an officer in Eagle Pass, Tex.

It seems to me that from the testimony adduced, none of the instruments of record, purporting to convey the seven allotments in question, can be held to be valid deeds, for, from the ignorance and incompetency of the Indians, it is apparent they are not competent parties to execute such instruments. In view of this statement of the case, without considering Bentley's character and the other matters reported on by the supervisor, it can not be too strongly urged that immediate steps be taken to set aside all conveyances, or, if this can not be done, to subject the unpaid consideration to the lien of the Indians in order that they may be in a measure protected and this outrageous wrong rectified as far as possible under the circumstances.

The Government at the outset will probably be met with an objection to any suit which it might institute, on the ground that it is not a proper party, because the Indians are citizens of the United States, and by the act of March 3, 1905, *supra*, all restrictions as to the sale, encumbrance, or taxation of the lands herein described are removed; but it would seem that there are three grounds upon which the Government might base a proper claim to interpose in these cases: First, the duty of the Government to exercise supervision over the rights of such Indians can hardly be said to have terminated under all the circumstances—a situation that has always been likened by the courts to that of a guardian and ward; second, the legal title, or at least the title of record, is still in the United States as trustee, because the patents provided in the acts have not been issued; third, if this be found untenable, there can be but little doubt that a representative of the Government may take the necessary proceedings to have a proper committee or conservator appointed for these Indians, on the ground that they are incompetent and wholly unable to care for themselves or their affairs, and thus a proper party would be established.

If successful in getting into court, no doubt the defense of innocent purchaser without notice will be interposed by the several purchasers and their successors; but the facts disclosed in the recorded deeds would seem to greatly weaken, if not totally destroy, such a plea. Besides, it is understood that a warning was given through the press in ample time to give notice to the purchaser. In the case of the Townsite Company part payment was made and notes given for the balance, conditioned on the securing of patents as provided in the act. Two members of the company, as a real estate firm, carried on the negotiations for the purchase. They were simply promoters, and it is claimed had knowledge of the frauds. Ives, who claims to have purchased from the Indians, first told certain members of the company that he had actually paid the Indian owners, but, on being pressed, said he paid \$13,000 to M. J. Bentley, as attorney for grantors.

Believing that the Government can and should take action to set aside these conveyances, I have the honor to recommend that a copy of this report and the accompanying papers be transmitted to the Department of Justice, with the recommendation that immediate action be taken looking to a judicial declaration that the deeds are null and void.

Very respectfully,

F. E. LEUPP, *Commissioner*.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
Washington, October 19, 1905.

The COMMISSIONER OF INDIAN AFFAIRS, *Washington*.

SIR: I have to state, for the information of your office, that within a few days after my return to Shawnee, Okla., from Mexico, notice was served upon Supt. Frank A. Thackery and myself of a suit instituted by Mr. M. J. Bentley against Mr. Thackery and myself, upon the grounds of conspiracy, slander, etc.

As your office is aware, I was then, and had been, engaged in investigating for several weeks in Mexico and Shawnee the transactions of said Bentley relating to the manner in which he secured deeds of sale to seven Indian allotments of the Mexican Kickapoo Indians. While there is absolutely no ground whatever upon which a suit can be successfully maintained, Superintendent Thackery and self were compelled to engage counsel to defend us in this matter. We employed Judge Woods, of Shawnee, who advises us that there is absolutely no case against us.

Very respectfully,

CHAS. H. DICKSON, *Supervisor, etc.*

Hearing before the Committee on Indian Affairs, March 22 to April 4, 1906.

COMMITTEE ON INDIAN AFFAIRS,
UNITED STATES SENATE,
Washington, D. C., March 22, 1906.

Present: Messrs. Clapp (chairman), McCumber, Long, Sutherland, Dubois, Clark of Montana, Teller.

STATEMENT OF MR. MARTIN J. BENTLEY.

The CHAIRMAN. Where do you reside?

Mr. BENTLEY. In Shawnee, Okla.

The CHAIRMAN. What is your occupation?

Mr. BENTLEY. I am an attorney.

The CHAIRMAN. You appear here for whom?

Mr. BENTLEY. I represent before this Committee the Kickapoo Indians living in Mexico.

The CHAIRMAN. You may proceed to make your statement.

Mr. BENTLEY. I am accompanied here by Johnny Mine, a Kickapoo Indian.

Senator CLARK of Montana. His name is not in the bill, is it?

Mr. BENTLEY. No; he is a brother of one of the men named in the act.

Senator TELLER. Before Mr. Bentley begins his statement I should like him to state what his connection has been with these Indians, and when it commenced.

Mr. BENTLEY. I was appointed agent for the Kickapoo Indians in 1896, and had charge of them and the Big Jim band of Shawnee Indians located at Shawnee, Okla., until 1901. I was appointed agent on the petition of these Indians, and on their request was paid from their funds. I have known them—been intimately acquainted with them—for more than ten years. I quit the service of the Government with their absolute confidence, and over their protest, and I have their confidence to the fullest extent now, as this one of them, who is now with me, will state, if interrogated.

Senator TELLER. State how you came to leave the Department.

Mr. BENTLEY. My office was abolished in pursuance, it appears, of a policy on the part of the Government to put the Indians under bonded school superintendents. There were no charges against me when I left the service. It was the set policy, as the Commissioner of Indian Affairs stated, on the part of the Government.

Now, referring to the matter of these Indians going to Mexico—O ke mah, the first allottee named in this proposed amendment, was the first Indian to go with his family to Mexico. I set out fully to the Indian Office the reasons why he wanted to go to Mexico. Part of his family lived over there. I was advised by the Indian Office that while they knew of no law permitting them to go, they saw no objection to their going.

Senator DUBOIS. O ke mah, you say, had relatives in Mexico. When did they go?

Mr. BENTLEY. I will have to go into the history of the matter a little bit to properly explain, and to place the matter intelligently before the committee.

These Kickapoo Indians have practically lived under Mexican law since 1824. They were given grants of land in Mexico, in what is now Texas, by King Charles of Spain. These grants of land were ratified and confirmed by the provisional government of the Republic of Texas, and the Indians lived there until about 1850. Then Sam Houston induced them to go up to the Indian Territory because, he told them, there was going to be a war and they had better go. They settled near Shawnee, Okla., and remained there until about 1862.

Senator LONG. How many went up there?

Mr. BENTLEY. About a thousand, I guess, as the old men told me. But the agitation growing out of the civil war was too much for them. First, the North appealed to them, and then the South; and they did not know what it was about. They left and went to their old home in Texas. When they arrived in Tom Green County, Tex., they went into permanent quarters. Having many fine horses, the Confederate cavalry attacked them for their horses; but they whipped the Confederates. At that time the Mexicans were at war with the Comanches, and they welcomed the Kickapoos. The Kickapoos were friendly Indians. President Juarez caused a treaty to be made with them by which they were given a grant of land in Mexico.

Ten years after this grant of land Major Mackenzie came into the interior of Mexico, and captured all he could get of these Kickapoo Indians, and returned them to the United States as prisoners of war. This man here (Johnny Mine) was one of them. At that time many of them escaped capture and remained in Mexico on the reservation set aside for them by the Mexican Government. Those captured by Mackenzie were placed in what is known as the Kickapoo Reservation under an executive order, and there they remained until ten years ago. When they found that as citizens of the

United States they could go where they pleased, they wanted to go back to Mexico. They wanted to be reunited with their own people.

When they wanted to go to Mexico the President of Mexico did not object, but he would not allow them to live on the same reservation with the Mexican Kickapoos. He said that if they wanted to stay there they had better buy land. Seven of these Oklahoma Indians put their land into a pool, to be sold, and to acquire land in Mexico.

Some of the Oklahoma Kickapoos were not denied a right in the Mexican reservation, and they are recognized by the Mexican Government. So, O ke mah, who has a right there, and some of the aged and childish Indians, wanted to acquire land for all the Kickapoos in Mexico.

Senator LONG. How many Oklahoma Kickapoos were there?

Mr. BENTLEY. Actually nearly 300.

Senator LONG. Three hundred went down there?

Mr. BENTLEY. Yes.

Senator LONG. How many are left in Oklahoma?

Mr. BENTLEY. I think about 28, and some of those are renegade Indians that we would not permit to live with the others in Mexico.

Senator LONG. Did these Kickapoos have allotments in Oklahoma?

Mr. BENTLEY. Yes.

Senator TELLER. Those that still remain have allotments?

Mr. BENTLEY. Yes.

Senator LONG. All of those 28?

Mr. BENTLEY. Practically all.

Senator LONG. How many acres in the allotment?

Mr. BENTLEY. Eighty acres.

Senator LONG. And none have been sold except under approval of the Department?

Mr. BENTLEY. Under the approval of the Department most of the inherited lands were sold. I think as many as 75 of those Kickapoos Indians have died.

Senator LONG. Under the general law those lands were sold?

Mr. BENTLEY. Yes; in fact it was the proceeds of the sale of those inherited lands that enabled the Indians to move back to Mexico.

Senator LONG. That is, that money was the money of the heirs of those deceased allottees, and was used for the removal of all the tribe?

Mr. BENTLEY. For everybody; they are people who act together.

Senator LONG. I understand.

Mr. BENTLEY. If one sold a piece of land for \$2,000, they put his money into a fund; and if another had no money to go with, they used for him the money from that fund.

Senator CLARK of Montana. Are their interests held in common?

Mr. BENTLEY. Largely; they refused to accept allotments.

Senator LONG. Allotments were finally made, however?

Mr. BENTLEY. Yes; they were arbitrarily allotted. President Cleveland learned that they had confidence in me and appointed me to move them onto their allotments in the Canadian Valley.

Senator LONG. How far are their allotments from Shawnee, Okla.?

Mr. BENTLEY. The east line of their reservation is the west line of the city of Shawnee, Okla., and their lands extend along the North Canadian Valley for a distance of about 18 miles west from Shawnee. Our difficulty at this time is this: The Department has put a cloud upon the title to the land that we wish to dispose of in Oklahoma in order to acquire land in Mexico.

Senator McCUMBER. Let me ask; there are seven of those Indians?

Mr. BENTLEY. Yes.

Senator McCUMBER. They sold their lands?

Mr. BENTLEY. Yes.

Senator McCUMBER. They put their money into a pool?

Mr. BENTLEY. Yes, Senator; that is what we are trying to do.

Senator McCUMBER. They got some money?

Mr. BENTLEY. Yes; they got some money.

Senator McCUMBER. How much did they sell their lands for?

Mr. BENTLEY. The first two tracts of land that were sold brought (less commissions) about \$32,000.

Senator LONG. How many acres were there?

Mr. BENTLEY. About 154.

Senator LONG. That land is right near Shawnee?

Mr. BENTLEY. Yes, sir.

Senator LONG. And was valuable because of that fact?

Mr. BENTLEY. Because of being near a city.

Senator McCUMBER. How much was received altogether?

Mr. BENTLEY. Fifteen thousand five hundred dollars cash, from the first sale.

Senator McCUMBER. From those two tracts?

Mr. BENTLEY. Yes; and the balance of the money is deposited in the Shawnee National Bank in escrow, pending the issuance of the patents.

Senator DUBOIS. What does the Department say those lands sold for?

Mr. BENTLEY. Thirty-nine thousand dollars, but the lands did not bring that.

Senator LONG. They brought \$32,000?

Mr. BENTLEY. Yes; but to-day the lands can be bought for \$20,000.

Senator McCUMBER. Let me take up these statements in the letter of the Commissioner of Indian Affairs, one at a time.

The letter of the Commissioner to the Secretary of the Interior on this subject, dated February 6, 1906, says:

"The Indians were induced through fraud and deceit to sign deeds, not understanding they were attempting to convey their lands. Okemah and Thithequa received \$500, \$150 of which was in Mexican money, for their signature, while the alleged deeds covered lands worth not less than \$39,500."

Now, if that means anything, it means simply that they got \$500 for lands that were worth \$39,000. What have you to say to that?

Mr. BENTLEY. If the Senator will allow me to explain. These lands were to be sold first. Whatever these lands might bring was to be used for the purchase of land in Mexico. They were paid some money at the time of the execution of the deed, and have since been paid considerable money, probably more than \$2,000 in cash.

Senator McCUMBER. The purchaser of the land simply fixed a price and they were to get lands in Mexico for it. In other words, they purchased not for cash but for other lands in Mexico?

Mr. BENTLEY. Yes, sir; that was the intention.

Senator McCUMBER. Who fixed the value of the lands in Mexico?

Mr. BENTLEY. These lands were to be selected by the council of the Indians, and must be satisfactory to them. I do not speak the Mexican language, and the Indians interpreted for me in land negotiations, and there was no deception about it. There is nothing about this that I do not want this committee to know. I want them to have the fullest information about it. The Department insists that the Indians were not paid a sufficient consideration. They will not issue the patents.

The CHAIRMAN. You stated a while ago that there were several thousand dollars deposited for the land of these two Indians in the Shawnee national banks?

Mr. BENTLEY. Yes; there are \$16,500.

Senator McCUMBER. What was the agreed selling price of the land of those two Indians?

Mr. BENTLEY. The trade was made through some real-estate men, and of course they wanted the public to understand that they had paid a big price for the land. The consideration specified, that was to be received by these Indians, was \$32,000.

Senator McCUMBER. For those two pieces of land?

Mr. BENTLEY. Yes. I want to say that the United States district judge, a few months before that time, had appointed commissioners to view and appraise the most valuable part of one of these tracts, about 6 acres, and they appraised it at \$50 an acre, leaving about 154 acres in the tract. The best men in that country made this appraisal of \$50 an acre.

Senator McCUMBER. Do you consider the land worth \$32,000?

Mr. BENTLEY. No, sir; it can be bought to-day for \$20,000.

Senator McCUMBER. The Department says it is worth \$39,000.

Mr. BENTLEY. That is an error.

Senator McCUMBER. What was the value of the land that they received in place of that?

Mr. BENTLEY. They were to receive as much land in Mexico as the proceeds of their land in this country would acquire, less reasonable expenses and commissions. I work for them all the time.

Senator McCUMBER. But the real-estate men did not go into the open market to buy these Mexican lands. They simply sold their own lands.

Mr. BENTLEY. No, sir; the real-estate company who bought the Oklahoma lands of the Indians had no knowledge of Mexico.

Senator LONG. What is the intention—to take this \$15,000 and the remainder up to \$32,000 and buy lands in Mexico?

Mr. BENTLEY. We have already paid—

Senator TELLER. You are leaving out the important part of it. You went down and bought some lands?

Mr. BENTLEY. Yes.

Senator TELLER. Did these real-estate agents buy it, or did you?

Mr. BENTLEY. They had nothing to do with it. They had no knowledge of it. I bought it.

Senator TELLER. Tell us what you did.

Mr. BENTLEY. I first acquired an option on a valuable ranch in Mexico that would cost \$250,000—238,000 acres, with 10,000 cattle, 175 miles away from the railroad in a great basin. I took deeds for the Oklahoma lands as expeditiously as possible. I returned to Oklahoma to sell the lands and acquire money to purchase this tract, expecting to return to Mexico and close this trade. When the Department raised a question as to the title, I found that I could not dispose of the lands to advantage, and then I returned to Mexico and for \$21,000 negotiated for a smaller tract of land, on which the Kickapoos now live.

Senator CLARK, of Montana. How many acres?

Mr. BENTLEY. I think about 800 acres of farming land. I bought six "days" of water. In that country they do not sell land by acres, as a rule. They sell the water instead of the land; or, in other words, the land goes with the water. I think that the piece of land the Kickapoos now own contains about from 800 to 1,000 acres of farming land, with some grazing land. They have there a large number of mules, horses, and other property. The purpose is to convert the United States land into money to enable them to acquire land in Mexico, and to improve their condition there. After acquiring land, if there is any money left, it will be paid to them according to their interests.

Senator McCUMBER. You do not represent any real-estate company?

Mr. BENTLEY. No, sir.

Senator McCUMBER. And are not a member of a company that owns any of these lands in Mexico, are you?

Mr. BENTLEY. No, sir.

Senator McCUMBER. You simply go into the open market and buy land, do you?

Mr. BENTLEY. Yes: I have worked diligently all summer in Mexico trying to buy land. It is very difficult to get small tracts of land. I secured it just in time to enable them to make a crop this season.

Senator SUTHERLAND. Where did the money come from to buy this land?

Mr. BENTLEY. It came from the sale of three tracts of land in Oklahoma. The first was the \$32,000 transaction, whereby I received \$15,500.

Senator LONG. And you are to receive—

Mr. BENTLEY. I am to receive \$16,500 more. The other tract sold for \$3,050 in cash. That I received for the Indians.

Senator DUBOIS. Was that one of the seven?

Mr. BENTLEY. Yes.

The CHAIRMAN. Which one?

Mr. BENTLEY. That was Noten's. It was agreed when I took Noten's deed that his debts were to be paid. The other lands have not been disposed of on account of the cloud which the Department has put on the title and because they could not be sold to advantage.

Senator SUTHERLAND. As to the land of Wahnahkethah, no contract has been made?

Mr. BENTLEY. No; except I think that there is a mortgage of \$3,000 on it.

Senator SUTHERLAND. Money has been borrowed on the land?

Mr. BENTLEY. Yes.

Senator McCUMBER. Now, take up the next item. The Department says that Neconopit's land was worth \$5,000 and that he received \$200; was the land worth \$5,000?

Mr. BENTLEY. The most I was offered for Neconopit's land was \$1,800.

The CHAIRMAN. This letter says he got \$200. What have you to say about that?

Mr. BENTLEY. He did.

The CHAIRMAN. Did he get any more than that?

Mr. BENTLEY. Not yet.

The CHAIRMAN. Was there a contract for any more?

Mr. BENTLEY. The contract was that when a home was bought for them in Mexico, if there was any money left it should be divided among them as they would be entitled to.

Senator SUTHERLAND. How much was he to get beyond the \$200?

Mr. BENTLEY. I do not know what amount was specified in the deed, but that has nothing to do with it—the amount specified in the deed. This is purely a matter of exchange of land, or disposing of Indian lands in Oklahoma and acquiring land in Mexico.

Senator LONG. Were you acquiring land for him in Mexico, or for the common use of the tribe?

Mr. BENTLEY. The land was for the use of the whole tribe.

Senator McCUMBER. What was to be paid for this land of Neconopit?

Mr. BENTLEY. I can not say more definitely than that at the time the deed was executed he was paid \$200.

Senator SUTHERLAND. Was there any agreement as to the amount of the consideration?

Mr. BENTLEY. Yes; we figured up in council what each Indian's land ought to bring. His was valued at \$2,000 when the pool was made.

Senator McCUMBER. That is what we are trying to get at.

Senator SUTHERLAND. Do you mean by that that all these lands were sold for a single consideration?

Mr. BENTLEY. No, sir.

Senator SUTHERLAND. And then that \$2,000 of it was set aside for this man, or how is it? I do not understand the situation about that.

Senator TELLER. You are not making this case at all plain.

The CHAIRMAN. You are getting yourself confused.

Senator TELLER. As I understand you, all this property was put into a pool?

Mr. BENTLEY. Yes.

Senator TELLER. And you agreed to sell all of it for a certain sum?

Mr. BENTLEY. Yes.

Senator TELLER. And that was to be used for the Indians in Mexico in buying land?

Mr. BENTLEY. Yes.

Senator LONG. Not only these Indians, but all Indians in the tribe.

Senator TELLER. What was all this land to bring—how much?

Mr. BENTLEY. I was to get for Okemah and his wife \$15,000 and, of course, more, if more could be had, but I was to get that anyhow, in land or money.

Senator LONG. You got \$32,000?

Mr. BENTLEY. Fifteen thousand dollars was the consideration named in the deed.

Senator LONG. But it really was \$32,000?

Mr. BENTLEY. It sold for \$32,000. Then I went and took the titles and came North to sell the land.

Senator SUTHERLAND. You mean the land was all deeded to you in trust?

Mr. BENTLEY. No, sir; I had it deeded to W. W. Ives in trust.

Senator SUTHERLAND. And this consideration you speak of was named in the Ives deed?

Mr. BENTLEY. The consideration in the Ives deed for the Okemah land was \$15,000.

Senator LONG. Ives sold it for \$32,000?

Mr. BENTLEY. Yes.

Senator LONG. He got the difference between the \$15,000 and the \$32,000?

Mr. BENTLEY. No. If it is ever paid the Indians will get the benefit of it. The difference is in the bank in escrow, and I hold Mr. Ives's note for the amount.

Senator SUTHERLAND. To whose credit is it in the bank?

Mr. BENTLEY. To Mr. Ives's credit. He is a responsible man, but the notes are in my name as attorney for the Indians.

Senator LONG. What does Ives get out of it?

Mr. BENTLEY. Nothing. He is simply a good man in whom the title may rest without risk to the Indians, except that he shall be paid a reasonable compensation for his trouble.

Senator CLARK, of Montana. Who is Mr. Ives?

Mr. BENTLEY. He was formerly a merchant who lived in Indiana—at Delphi.

Senator CLARK, of Montana. Are you and he interested together in any business?

Mr. BENTLEY. No, sir. We were friendly, that is all.

Senator McCUMBER. You say that the Neconopit land was put into the pool at an estimated value of \$2,000?

Mr. BENTLEY. Yes.

Senator McCUMBER. You consider that a fair value?

Mr. BENTLEY. I think at this time it might bring \$2,300 or \$2,400, possibly, but I never was offered more than \$1,800 for it.

Senator DUBOIS. In addition to the \$200 you paid him he will get \$2,000 with which to buy land in Mexico?

Mr. BENTLEY. Yes.

Senator McCUMBER. The Commissioner of Indian Affairs, in the letter from which I have read, says: "Wahnahkethah obtained \$200 in Mexican money while the allotment was worth \$44,000." What have you to say as to that?

Mr. BENTLEY. Well, Senator, I think that is a mistake.

The CHAIRMAN. State what the facts are.

Mr. BENTLEY. I regard the Wahnahkethah allotment as being worth \$30,000.

Senator TELLER. Who has got the title to that now?

Mr. BENTLEY. My wife holds it in trust.

Senator TELLER. In trust for whom?

Mr. BENTLEY. In trust for the Indians. She does not own the land.

The CHAIRMAN. Does the deed name her as trustee for the Indians?

Mr. BENTLEY. No, sir.

Senator CLARK, of Montana. Was there an agreement about that?

Mr. BENTLEY. Yes; there was an agreement. I think it is in the Border National Bank. The Indians keep their papers and transact their business there. Okemah left it to me as to who should take the title to his land, but Wahnakhethah wanted my wife to take the title to his land.

Senator McCUMBER. In the deed you estimated that land as worth \$30,000?

Mr. BENTLEY. No, sir. The consideration named in the deed is \$10,000, but that land is worth much more now.

Senator McCUMBER. How much is it worth?

Mr. BENTLEY. Now I think it is worth \$30,000, but at that time it was not worth that much. The Government sold an adjoining 80 acres nearer to the city for \$28,300.

Senator McCUMBER. The Commissioner's letter recites that: "Noten was paid \$100. The deed covers land worth \$3,500." Explain that.

Mr. BENTLEY. Noten's land sold for \$3,050 in cash, and he has been paid in cash about \$1,000, perhaps a little more.

Senator TELLER. Who has got the balance?

Mr. BENTLEY. I used that money in buying land over in Mexico where the Kickapoos are now living.

Senator TELLER. Where is Noten now?

Mr. BENTLEY. He is in Mexico.

Senator McCUMBER. The next item in the Commissioner's letter is: "Tahpahthea was paid \$300, but the allotment is worth \$5,000." Explain that.

Mr. BENTLEY. The allotment was not worth more than \$2,500, total value.

Senator SUTHERLAND. What was she to get altogether?

Mr. BENTLEY. I think the deed specified \$2,500.

Senator SUTHERLAND. Was that sold or was it put in trust?

Mr. BENTLEY. Mr. Ives also has the title to that, unless it has been disposed of recently.

Senator SUTHERLAND. But it is a deed absolute in terms?

Mr. BENTLEY. Yes.

Senator McCUMBER. As I understand it there is a contract given in these cases?

Mr. BENTLEY. Yes, sir; they have a contract.

Senator LONG. The Indians?

Mr. BENTLEY. Yes.

Senator LONG. From Ives?

Mr. BENTLEY. No, sir; a contract from me, wherein I was trustee. I was to convert these lands into Mexican lands.

Senator SUTHERLAND. You have already bought \$21,000 worth of land in Mexico?

Mr. BENTLEY. Yes.

Senator SUTHERLAND. In whose name is that?

Mr. BENTLEY. In the name of Okemah.

Senator TELLER. But he holds it for the tribe, does he?

Mr. BENTLEY. He holds it for all the others, by their request.

Senator McCUMBER. In every case in which land has been deeded by the Indians in a trust deed, is there a contract back from the trustee acknowledging that it is held by him in trust?

Mr. BENTLEY. Well, practically. I drew as full a contract as I could, with the idea that if I were to die or anything happened to me the Indians were to be protected as against my heirs.

Senator McCUMBER. Then the contract is yours and not that of the party to whom the deed was given?

Mr. BENTLEY. That is true to some extent. I am responsible to the Indians.

Senator LONG. What sort of contract is there with Ives?

Mr. BENTLEY. Nothing in the world except that Ives would take these lands and sell them to the best advantage.

Senator LONG. Is that a written contract?

Mr. BENTLEY. Yes.

Senator LONG. What did it provide as to the proceeds of sale?

Mr. BENTLEY. That they should be turned over to me for the benefit of the Indians.

Senator SUTHERLAND. Have you got the contract?

Mr. BENTLEY. No.

Senator LONG. What does Mr. Ives get for his trouble?

Mr. BENTLEY. He will be compensated to some reasonable extent.

Senator LONG. No sum is stated as compensation?

Mr. BENTLEY. No, sir.

Senator CLARK, of Montana. In your relation with these Indians, as their representative, making these conveyances, have you also been their attorney, or were they represented by counsel—that is, by some one other than you?

Mr. BENTLEY. No, sir. I am about the only white man who has their confidence.

Senator CLARK, of Montana. So you stand in the relation of counsel, grantor, and grantee, as the case may be?

Mr. BENTLEY. Yes; in fact, I am employed by them and work for them as I would for a railway company or a bank or anybody else.

Senator McCUMBER. You get a salary?

Mr. BENTLEY. Yes; they pay me.

Senator CLARK, of Montana. In case of your death would their interests be protected?

Mr. BENTLEY. Their interests would be absolutely protected. My wife, even in her will, has provided that these lands belong to these Indians.

Senator CLARK, of Montana. Do the records show this?

Mr. BENTLEY. Well, of course, a will is not usually a matter of record.

Senator TELLER. You said something about there being something in the bank at Eagle Pass.

Mr. BENTLEY. I think the contract I gave the Indians is in the bank.

Senator TELLER. You gave the Indians a written contract?

Mr. BENTLEY. Yes.

Senator TELLER. That you were to be a trustee?

Mr. BENTLEY. Yes.

Senator TELLER. And they have got that?

Mr. BENTLEY. Yes; I think they have it in the bank.

The CHAIRMAN. The contract is not between the Indians and your wife?

Mr. BENTLEY. No, sir; unless my wife confirms it as well as she can.

The CHAIRMAN. You hold the title to the land?

Mr. BENTLEY. The fact is we did not apprehend when the title passed that there would be any such delay, or that we would be hampered by the Department. The act of Congress removed restrictions as to sale, taxation, and incumbrances on these lands, and we went ahead. The Indian agent went into the newspapers and said that the law would be repealed and that we had no title.

The CHAIRMAN. Who is the agent?

Mr. BENTLEY. Frank A. Thackery. He is the agent for the Kickapoos, Shawnees, and Pottawatomies.

Senator CLARK, of Montana. Now, we understand that you are opposed to the passage of the bill repealing the provisions relating to restrictions?

Mr. BENTLEY. Yes; we think it would be unjust and would work ruin to the Indians, because we would be unable to meet the obligations we have incurred, and would lose the money we have spent; besides, the title has now passed.

Senator McCUMBER. Let us get an explanation of the last item here. The Commissioner of Indian Affairs in his letter says that next time "Kishkenicquote seems to have signed without consideration, but the land is worth \$5,000."

Mr. BENTLEY. He is an heir of one allottee.

Senator CLARK, of Montana. Which one?

Mr. BENTLEY. Shuckequah. The Commissioner is mistaken. That is not true. He (Kishkenicquote) has been paid a considerable amount on the value of the land. The value of the land is about \$4,000, I think.

Senator CLARK, of Montana. Is he in a fair way to get the balance of it, do you think?

Mr. BENTLEY. Yes, if the Department will relieve the cloud from the title, so that land can be acquired for him in Mexico. He was born in Mexico and wants to live there.

Senator TELLER. He was born in Mexico?

Mr. BENTLEY. Yes, sir.

Senator TELLER. How much do you owe on this land that you bought in Mexico?

Mr. BENTLEY. About \$15,000, on the grazing land and the farm land.

Senator TELLER. How much grazing land have you got?

Mr. BENTLEY. Forty thousand acres.

Senator TELLER. In addition to this other?

Mr. BENTLEY. Yes.

Senator TELLER. Is that good grazing land?

Mr. BENTLEY. Part of it is as fine as any in the Republic.

Senator CLARK, of Montana. From whom did you buy it?

Mr. BENTLEY. From the owner, a Mexican citizen.

Senator CLARK, of Montana. Did they take a mortgage on the property?

Mr. BENTLEY. A *rechaventa*, something similar to a mortgage. If we do not pay for the land within a certain time the title goes back to the original owner without foreclosure.

Senator CLARK, of Montana. Something like a deed in escrow.

Senator LONG. How many Indians are on this tract of land in Mexico now?

Mr. BENTLEY. About 300 live on the farming tract.

Senator LONG. Some of those—a great many of those—300 Indians have still their allotments in Oklahoma?

Mr. BENTLEY. Yes, a large number of them.

Senator LONG. Those in Mexico are, however, occupying land that has been purchased from the proceeds of the sale of the allotments of those seven Indians?

Mr. BENTLEY. Yes; that is correct.

Senator LONG. And have just as much to do with the land and as much right on the land as the seven Indians?

Mr. BENTLEY. Oh, no; the title of the land purchased by those seven Indians is vested in the Indians who furnished the money to buy it, but they are permitted to live there.

Senator TELLER. But the title goes to the seven?

Mr. BENTLEY. Yes.

Senator LONG. And the others are permitted to live on it?

Mr. BENTLEY. Yes.

Senator DUBOIS. Do all the 300 want to sell their lands in Oklahoma?

Mr. BENTLEY. Yes, sir; the Indians are determined as fast as possible to convert their land in this country and acquire land over there.

Senator TELLER. There is some money in the Treasury for those Indians?

Mr. BENTLEY. About \$33,000 that belongs to about 154 of them, which makes about \$211 each.

The treaty stipulated that the money should be paid to them per capita at the time of the allotment, but these persons refused the money. They said it was land money, and they could not eat it. Now they want that money. Article 5 of the treaty of March 3—

Senator TELLER. State the year.

Mr. BENTLEY. 1893—provides that this money shall be distributed per capita among them. In 1896 the Indians came here to Washington and appealed to Senator Pettigrew to make some arrangement whereby they could take the money out of the Treasury and loan it so that it would be earning interest. But he said, "No; your money will be safer left in the Treasury. I will tie it up; and arrange so that when you find land that you want to buy I will turn it loose for you." He got an enactment in the Indian appropriation bill of June 10, 1896, which provided that this money should draw interest at 5 per cent per annum, and that has been paid annually since that time.

Senator TELLER. Does the act provide how long it shall be tied up?

Mr. BENTLEY. No; it says to be retained as a permanent fund on which the Government shall pay 5 per cent per annum. Article 5 of the treaty reads:

"And as the only further consideration to be paid for the cession and relinquishment of the title above recited, the United States agrees to pay the said Kickapoo Indians, to be distributed among them per capita under the direction of the Commissioner of Indian Affairs, for the improvement of their said allotments and for other purposes for their benefit, the sum of \$64,650."

Senator TELLER. Is that the original act?

Mr. BENTLEY. Yes; one-half of the tribe accepted and have long since got their money. Now the others want their money.

Senator CLARK, of Montana. What do they want to do with it?

Mr. BENTLEY. To expend it in Mexico for the purchase of stock and to better their condition. They have elected to live permanently over there.

Senator CLARK, of Montana. How much is there in the fund now?

Mr. BENTLEY. Thirty-three thousand dollars. It amounts to about \$211 for each of those 154 persons.

There is another matter in connection with the Kickapoo Indians to which I want to call the attention of the committee. These people all speak Spanish. This man here (Johnny Mine) speaks the best English of any of them. Those Indians never intend to return to this country. At this time the Department refuses to pay them the lease money due them from their individual allotments in this country. This Indian has not received any payment for two or three years, and we are told at the Department that they intend to starve the Indians out of Mexico.

Senator TELLER. What effort has the Department made to bring them back, do you know?

Mr. BENTLEY. During the past summer a special agent was sent to Mexico and visited the President of the Republic and the governor of the State in which the Indians are located and sought the aid of the Mexican courts there to get them out. The Indians and myself were under an order of the Mexican court. We were detained and interrogated and deprived of our liberty for there or four days, in order that the agent of the Department might interrogate us. I have been at all times ready to answer anything that was asked of me, but the Indians insist that Mexico is their home, and they will not return to the United States.

Senator TELLER. I wish you would state something of the character of the country to which they have gone, what you can raise there, etc.

Mr. BENTLEY. Well, first, the native population of the country is almost entirely Indian—Mexican Indian. They are peaceful people, and there are but few white people there. The valleys are wide. The Sabine River furnishes an ample supply of water for the irrigation of thousands of acres of land. There is plenty of game, deer, bear, etc., beyond the mountains. The country is called a desert, not because it is barren of vegetation, but because there is no water there. There are lots of black-tail deer.

Senator TELLER. Any wild turkeys?

Mr. BENTLEY. Yes; in the fall of the year the country is full of wild turkeys, and they come down out of the mountains by the thousands. There is another thing about it that induces the Indians to go to Mexico. In this country they were all dying, while over there they have fine health.

Senator TELLER. What is the elevation of the country?

Mr. BENTLEY. The place where we have the farm is about 2,300 feet altitude, and where we have the grazing land is about 4,500 feet.

Senator CLARK, of Montana. How far from a railroad is it?

Mr. BENTLEY. The farm land is about 10 miles from a railroad and the grazing land about 175 miles.

Senator CLARK, of Montana. From the Mexican Central?

Mr. BENTLEY. No; from the Mexican International.

Senator McCUMBER. Is there any fruit raised there?

Mr. BENTLEY. Yes; fine fruits. Many of the fruits of California—malaga grapes, some oranges, and other fruits such as grow in Texas.

Senator LONG. Is fruit grown by the Indians?

Mr. BENTLEY. No, sir; we have not been there long enough for that.

Senator LONG. How long have you been there?

Mr. BENTLEY. The Oklahoma Indians began going there six years ago.

Senator TELLER. They first went to the old Mexican reservation?

Mr. BENTLEY. Yes; they opened fields and built fences and spent a lot of money there. Afterwards President Diaz insisted that they should get a home somewhere else. He said he was friendly to them and was willing for them to buy land and settle and live in the country; but he did not wish them to live on the same reservation with the old-timers, because there was not land enough there for all of them.

Senator CLARK, of Montana. What is the object of the Department, or of whoever is acting in this matter, in endeavoring to get these Indians back into the United States?

Mr. BENTLEY. I am unable to state. They are practically Mexicans. I do not know why our Government should want them to return.

Now, in the matter of lease money, I think that these Indians are entitled to this, at least—if Congress will remove the restrictions as to leasing, from these nonresident, or Mexican, Indians, permitting them to lease for a period not to exceed five years, the trouble we are having with the Department will then be over.

Senator TELLER. You mean the land in Oklahoma?

Mr. BENTLEY. These Government agents will not lease these lands to the same advantage that an individual can. I am certain that I can get more money for the Indians out of this land than the Government is now getting, and lease the land more satisfactorily to the Indians. I had an experience of several years in leasing these same lands.

The CHAIRMAN. Has any member any more questions to ask? If not, Mr. Bentley will be excused now, and will return here to-morrow.

(Adjourned.)

COMMITTEE ON INDIAN AFFAIRS,
UNITED STATES SENATE,
Washington, D. C., March 23, 1906.

Present: Messrs. Clapp (chairman), McCumber, Gamble, Sutherland, Dubois, Clark, of Montana, and Teller.

STATEMENT OF MR. MARTIN J. BENTLEY—continued.

Mr. BENTLEY. Gentlemen, taking up the question of this amendment [for the issuance of patents], I wish to cite to the committee an opinion rendered by the Commissioner of the General Land Office. He says:

"I am of the opinion that the legal effect of the act was to create a grant in præsenti, and that the issuance of a patent is only necessary as evidence of title. A number of fee patents have all been issued and delivered and the parties entitled thereto provided for in other sections of said act of Congress, and I see no reason why like action should not be taken in this case."—

Senator TELLER. That refers to these Kickapoos?

Mr. BENTLEY. Yes.

The United States attorney in Oklahoma, Horace Speed, was petitioned by an Indian agent to defend an action where one of the purchasers of one of these tracts of land in question sought to remove some tenants who were on the land without lease. In a letter to the Attorney-General, dated December 6, 1905, Mr. Speed says:

"It would seem that the Indian allottee has no longer any interest in or to this tract of land, and has no interest to be protected, unless it is desired that suit be brought to set aside the deed made to Ida B. Bentley, and this could only be done upon the request of the Indian allottee, who has removed to Mexico."

This correspondence grew out of the application of the Shawnee Town Site Company, who were the purchasers of two of the tracts in question.

The CHAIRMAN. Which tracts did they purchase?

Mr. BENTLEY. Okemah's and his wife's.

Senator DUBOIS. They are next to the town?

Mr. BENTLEY. Yes; next to the town of Shawnee.

The CHAIRMAN. Did they purchase from this man that took the title, of whom you spoke yesterday?

Mr. BENTLEY. Yes; W. W. Ives.

Now, gentlemen, it appears to me that while I find in the report of the Department that my character is brought into question, and while that does not ordinarily affect this committee, perhaps, I think it is vitally important in this connection. If I am disreputable and it is true that I control these Indians, as alleged, it is vitally important whether I am honorable or dishonorable. To enlighten the committee I wish to read one or two short papers.

Here is a communication to the Secretary of the Interior, written October 8, 1898, by Mr. Cyrus Beede, in which Mr. Beede transfers to the Interior Department the sworn statement of Mr. James F. Holden, then traffic manager of the Choctaw, Oklahoma and Gulf Railway, and who at the present time is the freight traffic manager of the Rock Island system of railways, located in Chicago, and who will be admitted to be as honorable a man as there is in the country. I did not know that this statement was in the Department until I found it in the answer of the Secretary of the Interior to the Penrose resolution.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN INSPECTION SERVICE,
Sac and Fox Agency, Okla., October 8, 1898.

Hon. C. N. BLISS,
Secretary of the Interior, Washington, D. C.

DEAR SIR: I have the honor to transmit herewith testimony of Frank P. Stearns, postmaster at Shawnee, Okla., also that of James F. Holden, traffic manager of the Choctaw, Oklahoma and Gulf Railway Company, concerning charges against Martin J. Bentley, preferred by S. M. Brosius. I desire to have these papers attached to and made a part of my report thereon, already in your hands.

Very respectfully, your obedient servant,

CYRUS BEEDE,
United States Indian Inspector.

INDIAN TERRITORY,

Personally appeared before me the undersigned authority, James F. Holden, of lawful age, and to me well known, and who upon oath states as follows:

I am traffic manager for the Choctaw, Oklahoma and Gulf Railway Company, and have had ample occasion to note, and have noted, the success of Special Asst. Indian Agent Martin J. Bentley has met in his efforts to induce the Mexican Kickapoo Indians to occupy and improve their allotments and to lease and consent to have their leases and their country improved.

Our first train crossed the east line of the Kickapoo country July 4, 1895, and at that time the allotted lands of the Kickapoo for miles west of Shawnee were not inhabited nor improved, and they so remained until after the appointment of Mr. Bentley.

Since that time the country has gradually changed; fences, fields, and Indian habitations appearing, and the blanket Indians are often seen from our trains tilling their fields, erecting fences, making hay, and performing other farm labor.

I have seen the Kickapoo Indians on the streets of Shawnee with farm produce for sale, and it has been a matter of considerable comment among the officers of our company that Mr. Bentley was making a great success in his new position, he having resigned a position with our line to become Indian agent.

Mr. Bentley's services as traveling agent for our company were principally in connection with my department, and were highly satisfactory to me and the company, and I believe, from personal observation, that the charges preferred against Mr. Bentley by Mr. Brosius and others must be either the work of persons jealous of Mr. Bentley's success or prompted by malicious motives on the part of Mr. Brosius and his advisers.

I know one Kickapoo Indian who wore a blanket in 1896, and of late have observed him at our station at Shawnee, Okla., attired in a neat suit of broadcloth clothes, starched collar, and Prince Albert coat. He, with other neatly dressed and cleanly Kickapoos, are often seen on Sunday standing on our depot platform, watching the trains come and go.

In a period of less than three years, these Indians have been brought from blanket to broadcloth, from filth to cleanliness, and from savagery to respectability and enlightenment, and from a life of idleness to willing and reasonably successful tillers of the soil; if, in doing this, Mr. Bentley has not been a success and he has thwarted the good intention of the Government of the United States toward these Indians, as Mr. Brosius states, then I am at a loss to know where and what may constitute the standard of success.

J. F. HOLDEN.

Subscribed and affirmed to before me this 29th day of September, 1898.

[SEAL.]

R. E. CAMPBELL.

I find among the papers sent in by the Secretary, in response to the same resolution, another paper, which I will read. It is another communication of Mr. Beede, and incloses an affidavit of Mr. Fred S. Goodrich, United States commissioner at Shawnee, Okla. It is as follows:

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN INSPECTION SERVICE,
Sac and Fox Agency, Okla., October 6, 1898.

Hon. C. N. BLISS,
Secretary of the Interior, Washington, D. C.

DEAR SIR: Referring to my recent report of investigation into the charges against Martin J. Bentley, assistant special agent, I have the honor to transmit herewith a statement from Hon. F. S. Goodrich, United States commissioner, which he has voluntarily transmitted to me from Shawnee, which I desire to be attached to the testimony in the case, now in your hands, and made a part thereof.

Very respectfully, your obedient servant,

CYRUS BEEDE,
United States Indian Inspector.

SHAWNEE, OKLA., October 5, 1898.

I, Fred S. Goodrich, United States commissioner in and for the third judicial district, Oklahoma Territory, do hereby certify that I am personally acquainted with Martin J. Bentley, assistant special Indian agent for the Kickapoo Indians at Shawnee, Okla.

I have closely observed Mr. Bentley's methods and am very favorably impressed with his work; not only does he labor for the best interests of the Indians, but he is ever watchful for the Government to protect it, as well as the Indian in his rights and

to shield him from the rascality of those who would rob him of what the Government would do for him.

Mr. Bentley is untiring and energetic in his work, honest in his dealings, methodical in his discipline, and patient in learning the Indians how to work; industrious himself, he seeks to make them so and thus become self-supporting. Many of them are now living in houses, raising good crops, and have discarded the blanket and wearing American clothes and fast becoming civilized.

Mr. Bentley has entered more complaints against saloon keepers and bootleg sellers of whisky to Indians than all others combined, and I have reason to believe and do believe that his earnest work in this regard is one of the probable causes that produced the charges made by Mr. Brosius.

I make this statement at my own instance, believing Mr. Bentley to be an honest, energetic, and intelligent officer, entitled not only to the confidence of the Indians, which he has in every way, but of the confidence and support of every officer in the Indian Bureau at Washington.

FRED S. GOODRICH,

United States Commissioner, Third Judicial District, Okla.

Mr. Goodrich was once elected to Congress from Florida.

Senator TELLER. I see among these papers an affidavit from the postmaster at Shawnee.

Mr. BENTLEY. Oh, yes; Frank S. Stearns. I omitted to read that. He is a well-known citizen there.

Senator TELLER. Mr. Beede transmits that also to the Department.

Mr. BENTLEY. Yes; I had overlooked it, but I ask that it be inserted in the record.

Senator TELLER. He says substantially the same thing as Mr. Holden.

The affidavit is as follows:

SHAWNEE COMMERCIAL CLUB,

Shawnee, Okla., October 5, 1898.

COUNTY OF POTTAWATOMIE,
Territory of Oklahoma, ss:

Personally appeared before the undersigned, Frank P. Sterns, who upon oath states: I am postmaster at Shawnee, Okla., where I have resided since and prior to the appointment of Martin J. Bentley, assistant special United States Indian agent, and I know from personal observation that Mr. Bentley has been untiring in his efforts to lead the Kickapoo Indians to a higher and better condition.

At the time of his appointment the kicking Mexican Kickapoo Indians were living on Deep Fork and its tributaries, and not a single kicking Kickapoo Indian lived in the North Canadian Valley. Soon after his appointment Mr. Bentley succeeded in moving this entire kicking faction to the Kickapoo Springs, where they reclaimed and fenced the old fields belonging to them prior to the allotment adjudication, and for the past two years they have gradually moved out upon their individual lands, which they have fenced and improved, making farms and homes for themselves and families. And for the past two years the Kickapoos have made wonderful progress in the way of breaking and erecting fences, and in learning to labor for themselves. They cut and haul stove wood to Shawnee, and bring hay, melons, green corn, and a variety of farm products for sale, all of which they had never done prior to the time of Mr. Bentley's appointment. I personally know many of these Indians, and they all tell me that Mr. Bentley is a good agent, and that he has done much for them, which I know to be true.

FRANK P. STERNS.

Subscribed and sworn to before me this 5th day of October, 1898.

[SEAL.]

C. M. CADE, *Notary Public.*

My commission expires January 28, 1899.

Now as to my character. On page 37 of Special Agent Dixon's report, under date of October 11, 1905, to the Interior Department—

Senator McCUMBER. What is the point now?

Mr. BENTLEY. I am charged with being disreputable and not competent to have anything to do with these Indians.

The CHAIRMAN. The Department sent over to us yesterday a mass of papers relating to this matter and Mr. Bentley is quoting from them.

Mr. BENTLEY. I am quoting from Mr. Dixon's report.

Senator TELLER. It is substantially a charge of dishonesty.

Senator McCUMBER. I did not know that there was any charge filed.

Mr. BENTLEY. This man Dixon quotes Inspector Zevely. He says:

"Mr. Zevely, in one of his reports to the Department, says of Mr. Bentley: 'He is a very quiet, plausible gentleman, who has a purr like a cat and nice, velvety paws, in which there are some very sharp claws.'"

Now, Mr. Zevely never made any report to the Department concerning me. He was detailed to investigate some matters connected with my office. If he ever made any report, it was a verbal report, or else it is not to be found in the Secretary's answer. If he made a verbal report, I apprehend Mr. Dixon's quotation is from that.

Senator TELLER. You did not find Mr. Beede's report among the papers?

Mr. BENTLEY. No. The Indian Rights Association made very serious charges against me, and persisted in making charges. I asked Commissioner Jones to send some inspecting officer who was in sympathy with them down there and have these matters investigated, and told him that then this trouble would end. As a consequence, Mr. Beede was sent there and took the testimony of everybody in that country—every banker and everybody else—and made a very thorough investigation and extensive report. But the Department has not been able to find that report. They say that a copy will follow later.

Senator TELLER. The report of the same man to whom those certificates or affidavits were sent which have been placed on the record.

Senator McCUMBER. Does he make any particular charge in the papers?

Senator TELLER. Inspector Beede is speaking of this man's character, but they can not find his report. The Department says it has been mislaid.

Senator McCUMBER. I would not attach much importance to a report that does not give any facts.

Mr. BENTLEY. Referring to paragraph 1, on page 25, on the copy of Inspector Dixon's report, to the Commissioner of Indian Affairs, as appears on that page in the type-written copy before me, Mr. Dixon makes a statement regarding the Kickapoos, and I want to defend the Kickapoo Indians against this infamous and unwarranted charge which he makes. He says:

"As to the condition of the Kickapoo Indians in Mexico, it would be difficult for me to describe the actual condition of these Indians as they appeared to me. In my experience I have never seen any Indians so low in the scale in both mental and moral conditions, so dissipated through strong drink, and its attendant evils, so entirely lacking in all the elements which make for manhood and civilization as are these Mexican Kickapoo Indians. Degradation and misery are plain, and there is an apparent helplessness and hopelessness among all. While a few of the leading Indians made professions of being satisfied with their present condition, I am satisfied from information that the large majority are discontented and unhappy."

That statement is unwarranted. They have been in a disturbed condition, it is true, because the Department has continually harassed them and has held up the funds that would have enabled them to have gotten a home and to have immediately settled in that country, and they have had to camp out for two years waiting for relief. The Commissioner of Indian Affairs says he never will pay them their lease money unless they renounce me. I have been honest with the Indians and diligent in taking care of their interests, and I do not know how he is going to get them to renounce me. I think another thing should be taken into account by this committee.

These Kickapoo Indians are the last full-blood remnant of the whole Algonquian race. They were dying in Oklahoma, and would have become extinct in a little while had they remained there.

They practice the same religion to-day that they did probably when Columbus came here, and they are so devout in this practice that they would starve to death before deviating an atom from the laws of the Great Spirit, as they understand them.

The facts are that until I took charge of these Indians no white man and no person connected with the Government had been able to make an enrollment of them. I made the first authentic enrollment that was ever made by their consent.

The agent in charge of these Indians in 1891 reports that they were in a starving condition, because of the drought in the country in which they lived, and he asked the Department for authority to purchase seven months' rations for them, and he reports that they were so much opposed and so much afraid of allotment that they refused to sign for these rations, and that he was compelled to sell them in the market. That same year they are reported to have made a treaty with the United States Government whereby they sold their surplus land, taking an allotment of 80 acres each.

Now, as a matter of fact, they never made any such treaty. The Commission appointed by the Government got them together in council and submitted a proposition to them to sell their surplus lands and to take allotments. Those who favored the proposition were told to stand up. One lone Indian stood up, but he was not a Kickapoo. The vote is recorded that they had all voted for the proposition except

one. Then a delegation consisting of a white man and an Indian were brought here. The white man spoke Kickapoo, but the Indian could not speak English. Under a pretended authorization they signed a treaty by which the United States took their surplus land at 32½ cents per acre. The Pottawotamies to the south of them, who had inferior land, but had a white blood among them, and he spoke English, were paid \$1.50 an acre for their land, and the Sac and Foxes adjoining them on the east were paid \$1.25 an acre. The poor Kickapoos who could not speak English were paid 32½ cents an acre. Those who have gone to Mexico were that element of the tribe that rebelled against being robbed of their land. It is true that they have no confidence in this Government, and I am frank to say that they are warranted in that. They want to live in Mexico, where they can live their own way, and I hope this committee will not aid the Department in their extermination.

I think you gentlemen have pretty good knowledge of the Indians and can understand the situation.

I do want to recommend this, on behalf of the Indians, and I have been requested to do so; that the nonresident Kickapoo Indians be permitted to lease their lands for a period not exceeding five years, without the approval of the Department, and without restriction, and if that is done the Indians will be better and the trouble will all be over.

These people were born in Mexico and speak the Mexican language and but few of them speak English. The parish priest at Muzquiz, Mexico, speaking of these Indians, says, on page 28 of the Dixon report:

"If the Indians would hire a good lawyer,"—

Referring to the Oklahoma Indians, of course—

"they could make their claims for lands in the Nacionmiento colony good. The very fact of their having been removed by force of arms to the United States does not make them United States citizens. If they had voluntarily removed and voluntarily accepted United States citizenship, it would be different; but as all has been done under compulsion and they have returned at the earliest opportunity, they have in no wise foregone their rights."

Senator TELLER. He is making that statement in Mexico?

Mr. BENTLEY. Yes. That priest has lived over forty years there. He was present when Major McKenzie came there and captured these Indians. I refer to that as showing their former condition in Mexico.

Senator TELLER. If we should conclude to pay the Indians their lease money, how would you get it to them?

Mr. BENTLEY. I should send it to them by check, or take it to them. I go there often.

Senator TELLER. Is there no bank there? The Department would hardly trust you.

Mr. BENTLEY. The Indians have asked that the money due them should be paid to them through the Border National Bank, of Eagle Pass, W. A. Bonnett, president. Mr. Bonnett speaks Spanish—speaks it preferably to English, though he is an American and, as the Indians all speak Spanish, he can identify them.

Senator TELLER. Would it be satisfactory to the Indians if the Government should pay the money into that bank?

Mr. BENTLEY. Yes; that would be satisfactory to them. They have always asked to be paid through that bank. They do not want the Government agents to come there and pay them. They do not want to be harassed by them any more.

Senator TELLER. As old John, the Indian who is here with you, said to me the other day, he "does not want the wolves to get after them any more."

Mr. BENTLEY. They do not want the Government to come there and bother them any more. That is what they left this country for, to avoid being harassed by Government agents and by the Department. They were continually harassed by somebody on the part of the Government.

I notice that the Commissioner of Indian Affairs says that if these titles can not be abolished, he thinks Congress should take some action so that if an Indian goes to some other country and abandons the United States his allotments be canceled. It seems that if they are not willing to remain under the jurisdiction of the Interior Department, then the Commissioner of Indian Affairs would deprive them of their inheritance! A number of references to that effect are in this correspondence from the Department.

Senator McCUMBER. I want to make a suggestion, and that is that Mr. Bentley prepare a written statement in answer to that letter that we had yesterday, so that he can put down in concise form just the facts about all those statements and what lands have been bought, etc. We got at it in a kind of fragmentary way yesterday, jumping from one subject to another. Just put it in a statement, Mr. Bentley, and make it full and clear—the answers to the points in that letter, also the matter of the trusteeship and the amount of lands, etc.

Senator TELLER. What you sold the lands for and what they used the fund for.

Senator McCUMBER. Yes; just take each man's case up and present them one after another, and especially so that we shall know something about the land that they are getting in return and so that we can readily see the consideration that they received.

Senator GAMBLE. Another thing that occurs to me is this: You were acting as agent, employee, or trustee for those Indians?

Mr. BENTLEY. Yes.

Senator GAMBLE. And for these lands and properties you appear to be responsible to them. There appear to be deeds executed by certain of these Indians to yourself?

Mr. BENTLEY. Yes.

Senator GAMBLE. And to other parties. Would it not be well, especially as charges are made against you, that a formal declaration of trust in some form should be made by your wife and the other parties who hold these lands, so that in case of their death or otherwise those Indians could not be wronged, or that they—your wife or the other parties—could not sell or dispose of the properties if they felt so disposed and absolutely hold the funds and rob the Indians?

Mr. BENTLEY. I want to say, Senator, frankly, that I shall be glad to follow out any suggestions. I want to protect the Indians. I have taken this trust and I want to be true to it. I have been with the Indians fifteen years and expect to be with them as long as I live. I have lived on the frontier twenty-four years and I like the Indians, and I like the frontier as they do.

Senator McCUMBER. Are those deeds recorded?

Mr. BENTLEY. The deeds to those parties?

Senator McCUMBER. Yes.

Mr. BENTLEY. Yes, sir.

Senator McCUMBER. If they are, there ought to be an instrument also recorded in connection with them reciting the fact of that deed and that it is in trust, and the conditions of the trust, so that your record can be clear.

Senator TELLER. You mean the deed to his wife, for instance?

Senator McCUMBER. Yes; that his wife should give them a contract back, or a paper showing that it was received in trust.

Mr. BENTLEY. The facts are that this condition was never anticipated. It was supposed that the lands could be easily sold and converted into money. It was not apprehended that the Department could or would interfere. But when they did, and put a cloud on the title, then I made the best of what I had to do with. The Department raising this trouble prevented me from carrying out the plan.

Senator TELLER. The whole matter would have been disposed of?

Mr. BENTLEY. Yes.

Senator TELLER. And your wife would have sold the land for the benefit of the Indians?

Mr. BENTLEY. Yes; and the whole arrangement would have been carried out. I could have gone on and sold the lands, but at a disadvantage. If the Secretary would comply, as directed by Congress, instead of putting a cloud on the title, the arrangement would have been carried out.

Senator SUTHERLAND. You may have stated it while I was out, and if so, you need not repeat your answer. What was the particular reason for putting the title in the names of those people instead of allowing it to remain in the names of the Indians?

Mr. BENTLEY. There were two reasons. My wife is a very solvent person, and I explained to the Indians that I had better put this title in the name of some responsible person. My wife knows all those people personally, and they know her. I thought it best to do that, because if I were not at Shawnee, those who held the lands could go forward and do whatever was needed in the interests of the Indians.

Senator SUTHERLAND. Did you think it would facilitate a sale?

Mr. BENTLEY. Yes; in fact it did. Mr. Ives came down there from Indiana. He was a new man in the country, and the real estate men there did not want him in the field. They organized a company called the Shawnee Town Site Company, and the land was sold for at least \$10,000 more than it could now sell for. Mr. Ives made a splendid trade for those Indians. He is a cautious and safe man.

Senator TELLER. Most of those Indians were in Mexico, were they not?

Mr. BENTLEY. All of them were there. The statement I made to the Indian Office was true. Okemah's family had actually inherited a right to the reservation in Mexico and would be permitted to live there now, but they preferred to remain with the Oklahoma branch of the tribe.

Senator SUTHERLAND. Have you ever stated all those facts to the Secretary of the Interior or the Commissioner of Indian Affairs?

Mr. BENTLEY. I have presented this matter very fully in writing to the Secretary of the Interior, but have never received any reply. I have copies of letters in which I presented the matter as far as I could.

Senator SUTHERLAND. You have never gone to the Commissioner of Indian Affairs? Mr. BENTLEY. Yes; before he took his oath of office I came to Washington and tried to advise him of the status of those Indians and of my connection with them.

Senator SUTHERLAND. Did you explain the matter to him as you have explained it here—perhaps not so fully, but in a general way?

Mr. BENTLEY. Yes; of course these conditions did not exist at the time I saw him, a year ago. I explained as fully as possible, or attempted to do so. Mr. Leupp or somebody at that time had caused the Indians' lease money to be held up. Mr. Leupp said he would resign before he would pay it; that they had gone to Mexico without authority, and that they must return and renounce me before they would pay them a dollar. I said I would lay the matter before him in writing, and he said I would have to swear to it before he would read it. I felt insulted, and thought it not worth while to bother him any more.

Senator TELLER. While you were agent some of those Indians left and went to Mexico. Did you notify the Department then that they had left?

Mr. BENTLEY. Yes, sir; I think I have copies of the letters here in which I notified the Commissioner of Indian Affairs.

Senator TELLER. Mr. Jones, I believe, was Commissioner then.

Mr. BENTLEY. Yes; I received a reply that, in view of the conditions, he saw no objection to their going. I also secured permission from the Indian Office for a second batch of Indians to go. They were old people and were dissatisfied, and were making trouble and objecting to white men's civilization, etc., and were in the way of the progress of the others. They were on the reservation. I reported to the Commissioner that they had accumulated money sufficient to enable them to go, and that they wanted to go, and he said he saw no objection, and they are there now. They are aged people, and some of them have not received their lease money for several years. Some of them are the oldest people in the tribe. One of the women is said to be 101 years old, and is blind, and Mr. Leupp says she will have to renounce me and return to the United States before she can get her lease money!

Senator GAMBLE. I did not read and do not know the contents of the papers submitted yesterday. Are there any specific charges of wrongdoing?

Senator TELLER. Is there any copy in those papers of Mr. Brosius' charges against you?

Mr. BENTLEY. No. For some reason that whole matter has been left out of these papers.

Senator TELLER (to Senator Gamble). This gentleman (Mr. Bentley) is a Pennsylvania man and was a particular friend of Senator Quay's, and Senator Penrose offered a resolution calling for all the papers relating to this matter. I have not had time to look them over.

Senator McCUMBER. I understand that you have no interest whatever in those lands that are being either bought or sold, and you have no other compensation than that you are simply hired at a salary to look after the interests of the Indians?

Mr. BENTLEY. In this transaction that is absolutely correct. The Indians employ me as they would employ anybody to make this transaction, and to aid them in doing what they want to do. When the matter is terminated the Indians will have the full benefit of the value of their lands in Oklahoma transferred to Mexican lands, and neither I nor anybody else will have any interest in it, except as a matter of course that I shall receive a fair compensation and my expenses.

Senator GAMBLE. That is, in addition to your regular salary?

Mr. BENTLEY. No, sir; I mean that they are compensating me fairly for what I do.

Senator GAMBLE. I did not know but what you are employed at a regular standing salary.

Mr. BENTLEY. The facts are these: When my office as Indian agent was abolished, the Indians said, "We won't let go of you. The Government has quit you and we'll quit the Government. Now we want to go home." I stayed with the Indians because of their disposition. If they did not want my services I would not stay with them. This man who is with me here (Johnny Mine) will tell you that. One Senator asked me yesterday how many of these Indians had died down there. Two hundred and eighty-five persons were allotted, according to the allotment rolls, but it was erroneous. There were only 280, and since the allotments were made 116 of the 280 have died. In fact these Indians were opposed to allotment all their lives. Some of them went back to Kansas, but left there in 1863 on account of the allotment agitation.

Senator SUTHERLAND. Since they have gone to Mexico they have been increasing?

Mr. BENTLEY. Very rapidly.

Senator SUTHERLAND. So the Indian said yesterday.

Mr. BENTLEY. Yes. His brother, Okemah, the first allottee named in this amendment, has got three more children now than he had when he went there six years

ago. I want to say that Okemah has a remarkable family of little girls. When this supervising official of the Government came last summer to Muzquiz, Mexico, the Indians were very much alarmed. Okemah came to me at midnight and called me out. He said, "Bentley, you have never lied to me, but I am afraid you are going to now." I told him, "No; I had no occasion to." He said, "I am afraid you are going to. I am afraid this man has come here to force us back to the United States."

I told him that they could not do that.

He said: "They will get the Mexican Government behind us."

He had heard this man talk to the Mexican officials.

He said: "When we land on the American side a marshal will be there to catch my little girls, and I don't want that to be done."

He said: "I want you to tell me."

I told him I would. "But," I said, "Okemah, what are you going to do if you find out that the Mexican Government are going to drive you out of the country?"

He said: "You know my children; that they are small and they sleep sound. I will wrap Little Squaw (one of his little daughters) up in a blanket when she is asleep and take her down to the river and put her under the water."

And he would have done as he said.

Now, gentlemen, when a man is imbued with a sentiment that would lead him to drown his children rather than that they be brought back to the United States and put under the control of the Department, it is time that you should interfere. The fact is that among Kickapoo Indians those that have lived in that country over in Mexico, there is not a half-breed to be found, nor any squaw men. Their idea is that the Lord made the white man white and the Indian red, and that when they interbreed the creation of the Great Spirit is being destroyed! They think also that God Almighty made this land for all the people, and that no man has a right to cut it up in pieces, to sell it.

With regard to their objection to having their children sent to school, it is about like the objection any of you would have if a Kickapoo came and wanted to take your children and educate them his way. If you had the same feeling or prejudice against the Indian race that they have against the white race, you would hardly want to do this.

I have been entirely sincere in this matter. I have been persecuted and prosecuted. The Government of the United States have done everything under heaven to persecute me. For instance, I have been indicted for giving whisky to a white man—as white as any of you. He was a man that had been adopted into an Indian tribe and was an Indian by statute. The testimony before the grand jury was that he invited me into a saloon, and he and I and another white man each drank a bottle of beer. The United States attorney, Mr. Speed, indicted me for that, when no offense had been committed against the law.

These agents of the Interior Department have slandered and libeled me until I was compelled to bring suits in the United States district courts against them for libel and conspiracy. I have a suit now pending in the United States court against Special Agent Dixon and Superintendent Thackery for that offense. Depositions in those cases have been taken, and but for my presence here those cases would probably, or one of them, be on trial now. One will be tried at the next term of court.

Even this inspector in Mexico telegraphed and wrote letters to the Indian agent at Shawnee, who caused himself to be interviewed before the press of that country, and my wife and children have been disgraced by this.

Senator TELLER. They never convicted you, Mr. Bentley, of anything, did they?

Mr. BENTLEY. They never have tried me. They never dared to try me.

These same parties are reporting to the Department that their failure to convict me was because the present United States attorney, Mr. Scothorn, had failed to do his duty; when, in fact, Mr. Speed himself dismissed these indictments against me. They told Indians, to whom they knew I had never sold or given whisky, "If you do not go before the grand jury and swear that Bentley gave you whisky, we will put you in jail and keep you there until you do so."

Senator SUTHERLAND. What was the reason of all this?

Mr. BENTLEY. To get me out of the way, so that they could rob the Indians.

Friends of Mr. Thackery, the man who succeeded me as agent, established a store within 100 rods of the agency, and when the Indians sold their lands those traders extended credit to them in an amount equal to the amount that they were to receive for their land when the deeds were approved by the Department. This trader's store destroyed the credit of the Indians elsewhere and compelled them to pay two prices for what they got. When the business community knew that the friends of the agency were giving credit to the Indians the Indians could not secure credit elsewhere, as they had been able to do before. Those traders are the fellows who are principally back of this

fight against the Indians going to Mexico. They and the agent have prejudiced everybody in the Department against me.

Senator TELLER. What is the value of the land of the Kickapoos that is unsold?

Mr. BENTLEY. I think about \$320 000.

Senator TELLER. If it were all sold it would bring about that much?

Mr. BENTLEY. Yes.

Senator DUBOIS. That is the land of the 300 Indians?

Mr. BENTLEY. No, sir. There are only 174 who have not sold. If this committee will permit those Indians to dispose of this estate in the United States, and make such legislation as to keep the Department from interfering with them further I can put them in the best condition of any Indians in the world, on the tract of country I would acquire for them. There are now more than 10,000 head of white-faced cattle—fine cattle—on the tract, and 400 head of fine American horses and some ponies. The increase of the cattle is such that the Indians could kill a beef every day to furnish them with meat, and never miss the animal, and they would be able to dispose of enough cattle each year to provide for their reasonable necessities, and accumulate money for a fund to pay their taxes.

Senator TELLER. How much would that ranch cost?

Mr. BENTLEY. About \$400,000 including all the stock and 4,000 or 5,000 goats. We first negotiated for that land without the cattle, and we should have to pay \$30 000 or \$40,000 more for it now than if we had got the transaction completed six months ago.

These Indians do not like to plow and dig and toil, but they like to herd stock, and are fine herders. This would be an ideal location for them.

I have come here to speak for those people. They are over in Mexico and I have told you as well as I can their condition. Now, when fall comes again, the Department will say that they are doing no good over there; that they are going to starve over there, and will come back to this country. But, how are they going to do anything when the Government will not pay them the lease money derived from their individual lands? They need the money to make a crop this season.

Senator TELLER. Is there anything in the way of lease money due them except what is in the Treasury?

Mr. BENTLEY. Yes; the Shawnee agent has money of theirs.

Senator TELLER. Will he not pay that?

Mr. BENTLEY. No, sir; not unless they come back to the United States.

Under the old arrangement the Indians were required to return to Shawnee to receive their lease payments, and the railroad fare there and back was about \$50. The Indians protested time and again about it, and petitioned to have their money paid through the Border National Bank at Eagle Pass, Tex. The agent told them "No, we won't pay anything until you do as we say." This Indian who is now here with me came to Shawnee at great expense to get his money and the agent would not pay him.

Senator SUTHERLAND. Why do they want them to come back to the United States?

Mr. BENTLEY. The traders' business there will be ruined if they do not come back; and another reason is that a large and expensive school is being built there and when it is finished there will be no Indians to attend it.

Senator SUTHERLAND. Where?

Mr. BENTLEY. At Shawnee, Okla.

Senator SUTHERLAND. The fact that the traders want it would not appeal to the Department officials. Why do the Department officials want this done?

Mr. BENTLEY. I can not tell you.

Senator TELLER. The Department built the school down there, but that was not specially built for the Kickapoos?

Mr. BENTLEY. No, sir; it was built for the Shawnees and Kickapoos. In that connection I want to state something that may interest the committee. That school system is all wrong. The Indians who did not go to Mexico do not want that school. It is like corralling a lot of Italians together and expecting them to learn English. The Congress appropriates money to pay the tuition of Indian children who attend district schools where they live, and if the Indian agent, instead of sending his police to gather the Indian children for the agency school would say to their parents "You must either send them to the district school or I will take them," then, in the sparsely settled districts, where there are large holdings of Indian land and the taxation is not sufficient to maintain a district school, schools could be maintained, and both the white and the Indian children would be benefited. There are districts where the holdings of Indian land are so large and the taxable property so little that schools could not be maintained without the Indian children. I have been with them practically all my life and know their disposition. The Indian people love their children and do not want to send them away to the schools.

Senator DUBOIS. What you want is that this \$33,000 of Indian money be paid over to them?

Mr. BENTLEY. Yes; made payable to them.

Senator DUBOIS. Then you want these seven sales to stand?

Mr. BENTLEY. Yes.

Senator DUBOIS. In addition to that you want authority given to the Kickapoo Indians to sell their other land that they have in Oklahoma?

Senator TELLER. To lease it?

Mr. BENTLEY. Yes, if that is the judgment of this committee.

Senator DUBOIS. These Indians are all in Mexico now?

Mr. BENTLEY. Yes; that is, what is known as the "Kicking" Indians.

Senator DUBOIS. The "Kicking" Kickapoos?

Mr. BENTLEY. Yes.

Senator DUBOIS. Now, on the other hand, the Department wants us to repeal the act we passed last, authorizing those seven Indians to sell the land. They want to set aside that sale.

Mr. BENTLEY. Yes; they want you to repeal the law.

Senator DUBOIS. And they do not want us to allow the other "Kicking" Kickapoos sell their land.

Mr. BENTLEY. Nor to pay them their lease money.

Senator DUBOIS. And you want us to make them pay it?

Mr. BENTLEY. Yes.

Senator DUBOIS. And you claim that if your suggestions are carried out the Kickapoos can be made self-sustaining, happy, and prosperous?

Mr. BENTLEY. Yes.

Senator DUBOIS. Now, if we disregard your suggestion and adopt that of the Government, what position does it leave those Indians in?

Mr. BENTLEY. It leaves us to fight a lawsuit.

Senator DUBOIS. But how will the Indians be situated if we undo what we did last autumn?

Mr. BENTLEY. We will be in this position: We have taken all the money we had and put it into Mexican lands, expecting to meet the deferred payments from those seven allotments, and we will lose what we have paid.

Senator DUBOIS. The Indians will lose the Mexican land?

Mr. BENTLEY. Yes.

Senator McCUMBER. How much have they paid on these lands?

Mr. BENTLEY. The lands in Mexico?

Senator McCUMBER. Yes.

Mr. BENTLEY. We have paid about \$15,000 so far.

Senator SUTHERLAND. They could not take back the Oklahoma lands without reimbursing the purchasers for the amount they have paid?

Mr. BENTLEY. The title has passed, and the Indians would have to meet expensive litigation.

Senator DUBOIS. I am wondering what will happen if we reverse our programme. We apparently have started out by letting them go to Mexico.

Mr. BENTLEY. The Commissioner of the General Land Office said that this was an act in present, and that the patents would only be a further evidence of title, and he said he saw no reason why those patents should not issue.

Now, if Congress should repeal the law, we would have to employ expensive counsel. It has been expensive already. I employed and I have paid an attorney to come here and make formal application for the patents. The Department has compelled me to expend this Indian money; but I did my duty as I saw it and know it, and I hope this committee will not put us in any such position as the Department wishes.

Senator McCUMBER. Has the Government ever made any inspection of the Mexican purchases to see what kind of land or what value of land they got?

Mr. BENTLEY. No. When the officer was sent there last summer, we had not been able to acquire any land at that time. We have been able only very recently to acquire land. We could not find any tract of land that was within our means, and the man who was sent to investigate the matter is my vicious personal enemy.

Senator TELLER. Who is that?

Mr. BENTLEY. Charles H. Dixon.

Senator TELLER. That is the man you are suing for slander?

Mr. BENTLEY. Yes; Mr. Dixon reports to the Department that I hampered him in his investigation. After they had detained me for four days in the court-house in Mexico, claiming that I was influencing the Indians (though I consented to be detained) the presidente came to me and said that this man said he could not get the testimony of the Indians while I was there. I waited four days and told the presidente that I had no objection to their getting the facts. I called the Indians together

and told them that they should tell him what they knew. There is the testimony. Each man said that he had turned his land over to me, in Oklahoma, so that I could acquire land for them in Mexico.

The CHAIRMAN. Has any other member of the committee any questions to ask?

Mr. BENTLEY. There is one word more, Mr. Chairman, that I would like to say. Suppose these Indians are not permitted to dispose of the land in the United States; the other end of the chain is coming. In a few years more the day will arrive when the title will vest in them absolutely, and if they can dispose of their lands now their estate will be conserved by being invested in other lands. If invested in lands over there they would have a home there long after the Indians will have nothing who return here. To-day the Indian is not allowed to manage his own property, but to-morrow he is to be a landed proprietor to the fullest extent. That is not consistent. If he is to become a landed proprietor, which Congress can not prevent him from becoming, he ought to be given a little liberty now.

I will ask one favor of the committee. I see that the agent of what is known as the "Progressive" Kickapoos is coming here with some of them, to come before this committee and oppose me and the other Kickapoos. I ask to be allowed to be present if a hearing is accorded them.

Senator TELLER. Did you not make an annual report to the Government when you were agent of these Indians?

Mr. BENTLEY. Yes; I made three annual reports. My first report was in 1899 and the last in 1901. I have here my first report, I think.

The CHAIRMAN. Have you not there a letter from Commissioner Jones that you want to put in?

Mr. BENTLEY. Yes, sir; I have got that.

"DEPARTMENT OF THE INTERIOR,
"OFFICE OF INDIAN AFFAIRS,
"Washington, D. C., September 26, 1900.

"MARTIN J. BENTLEY, Esq.,

"Special U. S. Indian Agent, in charge of Mexican Kickapoos, Shawnee, Okla.

"SIR: This office is in receipt of your communication of the 17th instant, in which you state that a Mexican Kickapoo Indian, Okemah, has applied to you for himself, wife, and four children to remove to Mexico to live, for the reason that his father-in-law, a Kickapoo Indian, living near Kickapoo Town, in Mexico, has lately died and left him a considerable estate there; that under permission from this Office some years ago, this applicant visited Mexico and is thoroughly familiar with the estate and surroundings, and says that the advantages that would accrue to him would be far more advantageous than the annuity he now receives from the United States; that, should he not remove, he would not receive any rent from his estate in Mexico; that he can rent the allotments of himself and minor children in Oklahoma for a considerable sum; that in your opinion his request should be granted, as you personally know that the reasons he gives are correct, as you yourself, some years ago, went to Mexico, and thus became acquainted with the estate he inherited.

"In reply, you are advised that, in view of the statements made by you, it would seem that this Kickapoo Indian who has inherited some property in Mexico, might, with his family, be allowed to go there and live, the Office has no objection.

"Very respectfully,

W. A. JONES, Commissioner."

Mr. BENTLEY. If the committee will permit me, I would like to read from my annual report of 1899:

"REPORT OF SPECIAL AGENT IN CHARGE OF KICKAPOOS AND SHAWNEES,

"MEXICAN KICKAPOO AGENCY,
"Shawnee, Okla., August 25, 1899.

"SIR: My post of duty is located on the North Canadian River, at the junction of the Kickapoo, Sac, and Fox and Pottawatomie reservations. The total number of Indians in my charge is 301. Of these 234 are Mexican Kickapoos and 167 are Shawnees, the latter being known as the 'Big Jim band of Absentee Shawnee Indians.'

"The Kickapoo Indians are divided into two bands, each having its own chief, one a man and the other a woman, and being known and designated, respectively, as 'Progressive' and 'Kicking' Kickapoos. The 'Kicking' band constitutes more than two-thirds of the tribe. I have been in charge of the 'Kickers' since April, 1896, and of the 'Progressives' and the Shawnees for more than one year.

"Prior to 1894 the Mexican Kickapoo Indians of Oklahoma were practically self-supporting. They had a magnificent reservation of 250,000 acres, well watered and timbered, interspersed with wide stretches of prairie lands. The mast hog in the tim-

ber and the abundance of game with which their reserves abounded furnished their meat and lard, the 'squaw patches' their cereal food, and the increase of their then large herds of ponies yielded them a revenue sufficient to purchase their other limited necessities. Thus, within the seclusion of their own broad domain, these wild blanket Indians lived in contentment, without labor, and as they believed the 'Great Spirit' had ordained.

"Most of them left the State of Kansas in 1863 to avoid allotment, against which they had fought all their lives. They never did agree to take allotments and sell their surplus lands, and when thirty years later the allotting agent came to allot them they said: 'We have not agreed to this,' and a considerable majority to avoid being allotted moved in a body to Deep Fork Valley, a point now known as Wellston, about 10 miles north of the lands which were later forcibly allotted to them.

"This enterprising allotting agent then established a store at a central point on the reservation, where the minority band were given credit to the amount of their surplus land money (\$211), which the agent was to pay them later. They moved to this store, around which they went into permanent quarters, and here in idleness and dissipation they squandered their surplus land money, and having accepted their surplus land money and allotments they became known as the 'Progressive' Kickapoos. The majority band refused credit at this store and to take the surplus land money and to have anything whatever to do with the matter of allotment, and became known as 'Kicking Kickapoos.'"

Mr. BENTLEY. That money I am reading about now is the money in the Treasury. The Indians refused to accept that money.

"In May, 1895, the surplus Kickapoo lands were thrown open to white settlement. Neither band of the Kickapoos was in any way prepared to meet this new condition. The white settlers soon stole or robbed them of most of their property. They became the ready prey of dishonest deputy United States marshals, who, upon false charges of selling whisky arrested and hauled them to the Federal jail by the wagonload. Later an effort was made by the agent in charge to put their children in school. This the parents resisted, and for such resistance were maimed and beaten by the brutal deputy marshals, who then arrested them for resisting United States officers 'in the discharge of their duty.' Thus persecuted and harrassed by the apparently inhuman policy of the Government toward them they became so distrustful of the white man and his Government that they turned their backs to the agents who were sent to confer with them.

"Huddled together in poverty and want, suffering that misery which could be born only of such conditions as environed them, I found them on Deep Fork, Oklahoma, occupying lands set apart for school purposes. The Territory had leased these lands and the lessees were demanding possession, and all efforts on part of the Territorial officials and the agent in charge to remove them had been unavailing. The agent had asked the use of the military to remove them. By purely persuasive means I succeeded in moving them to their allotted lands in the North Canadian Valley.

"At that time but two of them spoke any English, and that very imperfectly. None could read or write, or had ever attended school. But one of them wore citizens' clothes, and he only in part. To-day 50 of them can speak English enough for ordinary business intercourse; 20 can read and write; 19 are in school by their free and full consent; they have put 350 acres of their individual lands in the thorough state of cultivation, and have 3,500 acres under substantial barbed-wire fence.

"During the year 1897 they earned and derived \$6,240 from sources from which, prior to my appointment, they had never earned or derived one penny. During the year ending June 30, 1899, they erected more than 8,000 rods of standard barbed-wire fence, grubbed and broke 73 acres of new land, and made many other valuable and lasting improvements on their allotments; cut, baled, and sold 261 tons of hay, drilled wells aggregating 224 feet, cut and sold 450 cords of stove wood, prepared for use and hauled the lumber and assisted in erecting 7 permanent dwelling houses.

"The habit of labor is well and thoroughly established. The able-bodied heads of families have almost without exception gone upon and improved their individual lands where it has been possible to provide them with the necessary equipments. Some families have fine orchards growing, and their fields range from 10 to 35 acres per family, some heads of families having put the allotments of the entire family under one inclosure.

"It is due these Kickapoos to say that they are honest in their efforts for self-support. Perfect harmony has existed between all the Indians and myself from the beginning, to which fact can be attributed the high degree of progress attained by them, the system of reaching which was inaugurated by persuasive means. Force is the most repulsive of all things to the Kickapoo mind. It is against both his religion and nature, and no good has ever been or ever will be accomplished by its use.

"At the time I took charge of these Indians, a most deadly and awful enmity existed

between the two bands. I have succeeded in reconciling them to that extent that they have intermarried freely and are now living contentedly together. Each and every one of the Kickapoos has become identified with his allotment. The lands of the old, the infirm, and the orphans are under lease to reliable white farmers, who pay a cash consideration in addition to placing improvements upon the land in the way of breaking, fencing, and the erection of comfortable dwelling houses, as required of them under the terms of their leases.

"In 1894, 285 of the 315 Kickapoos were allotted 80 acres each, and 30 were left without land because the Department was unable to get an enrollment of them. The starvation and dissipation growing out of this changed condition have caused a rapid death rate, 81 having died since that time. During the past year there has been one more birth than death, and from this time I predict a rapid increase in the tribe.

"During the past year an experiment has been made in the way of medical treatment. The services of the regular Government physician at \$1,000 per annum were dispensed with, and physicians located nearest the Indians have been called as occasion required, with the result that the Indians have gotten more and better treatment at a cost of less than 25 per cent of the amount paid the regular physician.

"When I took charge of the Kickapoos they were notoriously intemperate. Vigorous prosecution of whisky peddlers and the temperance influences that I have brought to bear upon these Indians have wrought such a change for the better that it has long been a matter of public comment among observers. Twenty-one prosecutions for selling liquor to Indians have been brought by me during the present year, out of which number 4 have been sent to the penitentiary and 17 indictments are now pending.

"The Kickapoos are a devoutly religious people. Their religion is an ideal conception of the 'Great Good Spirit' and a future existence, where the good will be rewarded and the wicked can not enter. There are no 'squaw men' among them, and they despise the white man and are loath to come in contact with him, except as business association requires.

"The affairs of this agency, so far as the Kickapoos are concerned, are in a most satisfactory condition. While I have but little help—a farmer and a blacksmith—they are honest, capable, energetic men, having the absolute confidence of the Indians.

"The Big Jim band of Absentee Shawnee Indians are in anything but a satisfactory condition. They are a thoroughly disaffected and discouraged people. They have not accepted their allotments, and I do not think they ever will accept them. Their religion is the great barrier. They believe that the earth belongs to the Great Spirit, and that man has no more right to cut it up and sell it than he would have to sell the air or the ocean.

"When the Shawnees were allotted, some eight years ago, this band left their well-cultivated fields and homes and settled where they now live, because they thought the country was so inferior that the Government would never attempt to allot them there. These lands are located in Cleveland County, Okla., along Little River and its tributaries. It was forcibly allotted to them, and is in no way suited to their use. The valleys are narrow and overflow annually. The uplands are mostly sand hills covered with scrub oak, and are of but little value for anything. The toughest kind of a border element settled around the allotments of these Indians, and has taken up their stock, overrun their lands with its cattle, stolen their hay, sold them whisky, and has kept them in constant trouble. The death rate has been a loss of at least 50 per cent of the tribe in the last eight years and since they were forcibly allotted.

"Before these Indians were allotted they were the most industrious Indians. They had well-cultivated fields and orchards, and large herds of ponies and cattle. If these Indians could be located some place where their surroundings would be congenial to them and upon land of such a character as to encourage them to labor, they would readily earn their own support.

"During the past year 50 head of mules, 30 wagons, 30 sets of harness, and 24 plows and cultivators have been issued to them. They have made considerable use of this equipment by way of enlarging their fields and their better cultivation, and in hauling stove wood to market. They are located 20 miles from my post of duty, and should have a farmer with them to instruct and to protect them against the depredations of the white settlers.

"To give them the personal attention that will be necessary to induce them to make any progress, and properly to take care of the work in this office, I should at least have one clerk. The payment of lease money and the leasing of lands in the usual routine of business here would keep one first-class clerk constantly employed.

"Thanking you and the Department for the liberal support which I have received, I am,

"Very respectfully,

"MARTIN J. BENTLEY,
"Special Disbursing and Indian Agent.

"The COMMISSIONER OF INDIAN AFFAIRS."

Mr. BENTLEY. From what I have read the members of the committee can understand the circumstances that lead up to the Indians going to Mexico.

The CHAIRMAN. How many of the "Progressive" Kickapoos are there?

Mr. BENTLEY. I think there are about 28 of them.

Senator TELLER. They are still in Oklahoma?

Mr. BENTLEY. Yes; three or four of them are in Washington at the present time. I understand that the agent has brought them here to protest against the others being permitted to remain in Mexico.

Senator GAMBLE. Are there any other of the "Kicking" Kickapoos down there in Oklahoma?

Mr. BENTLEY. I do not think there are. If there are any, they are some that are waiting there for their lease money, or who will go to Mexico as soon as they can get away.

Senator TELLER. Where is the Indian who was with you here the other day?

Mr. BENTLEY. He is out here in the corridor.

Senator TELLER. He met me the other day and told me that he had come here to get the money that was due him.

Mr. BENTLEY. I want to say to the committee that Mr. Dixon, in his report to the Department says that this man to whom Senator Teller now refers (Johnny Mine) is an ignorant and filthy Indian, who can speak only half a dozen words of English, and is incompetent to interpret. And while you did not hear him talk much yesterday, yet he can understand anything that anybody says, and can tell it well in his own language. Taking this as a sample of Mr. Dixon's statements you can see what they are worth.

UNITED STATES SENATE, *March 24, 1906.*

STATEMENT OF FRANK A. THACKERY.

The CHAIRMAN. State your occupation.

Mr. THACKERY. I am superintendent and special disbursing agent under the Interior Department at Shawnee, Okla.

The CHAIRMAN. How long have you been there?

Mr. THACKERY. I assumed charge at Shawnee the 1st day of October, 1901.

The CHAIRMAN. Do you know about these allotments we have had under consideration?

Mr. THACKERY. Yes, sir.

The CHAIRMAN. Do you know how many of them have been disposed of?

Mr. THACKERY. No, sir; I do not. That is, I do not know how many of them have been sold a second time. I have heard. I know they have changed hands, three of them at least; two spoken of by Mr. Eggerman and the allotment of Noten.

The CHAIRMAN. Does the Noten allotment adjoin the city?

Mr. THACKERY. No, sir.

The CHAIRMAN. How far is it from the city?

Mr. THACKERY. It is about 20 miles away. It is the only one that is not near by the city.

The CHAIRMAN. Who bought that?

Mr. THACKERY. It was first bought from the allottee by a Mr. Evarest. The records of the recorder's office of the county in which the property is located showed that he first secured a deed from the Indians, and it was transferred, I think, from him to Mr. Bentley, and from Mr. Bentley to Mr. Maxey, and from Mr. Maxey to a Mr. Ramsier.

Senator TELLER. Is he living on it?

Mr. THACKERY. He is living near by. He has a contract with Maxey showing that he has paid \$500 down, and that the balance is to be paid when he gets title, and if he fails to get title the \$500 is to be returned to him with 10 per cent interest.

The CHAIRMAN. Do you know what that sold for, other than what the record shows?

Mr. THACKERY. No, sir.

The CHAIRMAN. What does the record show, do you know?

Mr. THACKERY. No, sir; I do not remember. We made a report of it, showing what the county recorder's office showed, but I do not remember what that was.

Senator TELLER. When you say "we," whom do you mean—Mr. Dixon?

Mr. THACKERY. Yes, sir.

Senator TELLER. That is contained in Mr. Dixon's report, then?

Mr. THACKERY. I presume so. I never saw his report. I know he inquired about it, and asked me to secure a certified copy of the deed for him from the recorder's office, and I remember having done that.

Senator McCUMBER. Do you know anything about the bona fides of the transactions?

Mr. THACKERY. No, sir, not directly; only indirectly.

Senator McCUMBER. Do you know anything about whether or not the purchase price agreed upon was a fair price for the land?

Mr. THACKERY. It was not, if we consider the price agreed upon that which is named in the deed.

Senator McCUMBER. Here is the allotment of Okemah. Do you know what that was sold for?

Mr. THACKERY. The deed as recorded shows \$8,000, if I remember correctly.

Senator TELLER. The deed of Mr. Ives you mean?

Mr. THACKERY. Yes.

Senator McCUMBER. What is it worth?

Mr. THACKERY. In my opinion it is worth \$30,000.

Senator McCUMBER. What gives it its particular value of \$30,000?

Mr. THACKERY. It lies lengthwise against the city of Shawnee half a mile.

Senator TELLER. That is 80 acres?

Mr. THACKERY. Yes. The allotment adjoining it on the north is cut by two railroads, leaving 55 acres of the original 80, but it lies better for town-site purposes. We sold the 55 acres remaining to the highest bidder three years ago for \$43,970 by advertising and selling to the highest bidder.

Senator TELLER. To whom did that belong—the Government?

Mr. THACKERY. It originally belonged to the Indian Papeshick.

Mr. BENTLEY. Mr. Ives first gave a man named Patchem, a Kickapoo, an option at \$32,000, and then they negotiated a sale and formed a syndicate and became a part of the syndicate who later paid \$39,000, or whatever it was.

Senator McCUMBER. Do you mean that there was \$39,000 paid first for this Okemah land alone?

Mr. THACKERY. We do not know, but under Mr. Ives's option we got about \$32,000.

Senator McCUMBER. And you say it was worth \$30,000?

Mr. THACKERY. That was the two allotments I think of Okemah and his wife.

Senator McCUMBER. You say that was worth \$30,000?

Mr. THACKERY. Yes.

Senator McCUMBER. What was the other allotment that was sold in connection with that?

Mr. THACKERY. That was his wife's, Okemah's wife, Thithequa.

Senator McCUMBER. What was that worth?

Mr. THACKERY. In my opinion it was worth \$10,000.

Senator McCUMBER. That would make \$40,000 for the two?

Mr. THACKERY. Yes.

Senator McCUMBER. That is, according to your estimate?

Mr. THACKERY. Yes.

Senator McCUMBER. And if the two were sold for \$39,000, it was sold pretty nearly for the value, was it not?

Mr. THACKERY. Yes. I think these gentlemen, the Shawnee Townsite Company, paid or agreed to pay nearly its full value to Ives and Bentley.

Senator McCUMBER. But you do not know what Thithequa was to get or what amount Okemah was to receive?

Mr. THACKERY. The deed of Okemah showed \$8,000, as I remember, and that of his wife \$5,000, making \$13,000 for the two.

Senator McCUMBER. Do you know whether or not they were actually to receive the full amount that was to be realized on the sale of that land finally?

Mr. THACKERY. I do not know; no, sir; but from all I have heard regarding the matter I am led to believe that they understood that they were trading this land for other land in Mexico.

Senator McCUMBER. But was it not that they were simply to have the land sold and then reinvest the funds received from it for land in Mexico?

Mr. THACKERY. I do not know.

Senator McCUMBER. You would not say that that was not the understanding?

Mr. THACKERY. No.

Senator TELLER. Did you get that from the Indians themselves?

Mr. THACKERY. Mr. Dixon told me that they had testified to that effect before him.

Senator TELLER. Who had testified to that?

Mr. THACKERY. Those Indians had.

Mr. BENTLEY. The record of Mr. Dixon, who took the testimony, shows that they have received some money and were to receive the balance in land in Mexico.

Senator TELLER. Is that testimony here?

Mr. BENTLEY. It is in the record sent here by the Secretary.

Senator TELLER. Yesterday?

Mr. BENTLEY. Yes, sir.

Senator McCUMBER. If the Indians were to get finally \$39,000 for those pieces, would you say that they were getting practically all it was worth?

Mr. THACKERY. Yes, sir.

Senator McCUMBER. As to the allotment of Wahnahkethehah—what do you know of that?

Mr. THACKERY. It is the best allotment of the set.

Senator McCUMBER. Where does it lie and what is it worth?

Mr. THACKERY. It lies endwise against the city.

Senator McCUMBER. How many acres are there?

Mr. THACKERY. Eighty acres.

Senator McCUMBER. What is it worth?

Mr. THACKERY. You mean my opinion of its value?

Senator McCUMBER. Yes.

Mr. THACKERY. It is worth \$50,000.

Senator McCUMBER. For cash?

Mr. THACKERY. I think it would bring that amount as we are selling Indian lands.

Senator McCUMBER. It would bring that also if changed into lots and sold?

Mr. THACKERY. Yes; because of its value for town-site purposes.

Mr. BENTLEY. Please ask the gentleman what the Government did sell the adjoining 80 acres for?

Mr. THACKERY. We sold the allotment lying directly south of this, belonging to Keahquahuck, three years ago for \$28,300. The men who bought that piece sold it; and I am reliably informed, I know, in fact, that they more than doubled their money above all expense.

Senator McCUMBER. After dividing it into lots?

Mr. THACKERY. Yes. They had the street-car line run out, making a loop.

Senator McCUMBER. That would add considerably to the value?

Mr. THACKERY. Yes. The piece to the north is a much prettier piece for town purposes.

Senator McCUMBER. Is there a street-railway service?

Mr. THACKERY. No; there is none on it.

Senator McCUMBER. Would not that make a vast difference in the value of lots or of land?

Mr. THACKERY. Of course it increased the value of the piece south of it. It would increase the value of any piece of land just next to it. The car line runs out about 300 yards parallel with the south line of this particular 80 acres, and then drops down and comes back again. It makes a loop.

Senator McCUMBER. Well, you place that at \$50,000?

Mr. THACKERY. Yes.

Senator McCUMBER. Do you know what it sold for?

Mr. THACKERY. The records at the county recorder's office show that it sold for \$10,000.

Senator McCUMBER. Do you know what it was finally sold for?

Mr. THACKERY. No.

Senator McCUMBER. Have you had any information that it was resold for a greater sum than that by the person holding it in trust?

Mr. THACKERY. No, sir; I have not heard of any proposed sale of that. It is leased. There is a lessee on it.

Senator McCUMBER. Did you hear of the proposed sale of the other piece of which you were speaking, of that which originally belonged to Okemah and his wife?

Mr. THACKERY. Yes, sir.

Senator McCUMBER. Did you hear what that was sold for?

Mr. THACKERY. Mr. Eggerman told me at the time Mr. Dixon was at Shawnee what they had paid for it.

Senator McCUMBER. He told you \$39,000?

Mr. THACKERY. Yes, sir.

Senator McCUMBER. What was that piece sold for, of Wahnahkethehah's?

Mr. THACKERY. It has not been sold.

Senator McCUMBER. Do you know about the Noten piece of land?

Mr. THACKERY. Yes, sir.

Senator McCUMBER. How many acres are there in that?

Mr. THACKERY. Eighty.

Senator McCUMBER. Where is it situated?

Mr. THACKERY. About 20 miles northwest of Shawnee, near the town of McLoud.

Senator McCUMBER. What is that worth?

Mr. THACKERY. About \$3,500.

Senator TELLER. How much an acre do you figure it, at that price?

Mr. THACKERY. It would be about \$43 or \$44 an acre. We are selling that land, a good deal of it, along at about that price; some of it brings \$50 an acre.

Senator McCUMBER. Do you know what that was sold for?

Mr. THACKERY. No; I do not know what the original deed showed. I do not remember.

Senator McCUMBER. Nor what it finally sold for?

Mr. THACKERY. Mr. Ramsier was to pay, I think, \$3,000; I am not sure.

Senator McCUMBER. Three thousand dollars would be a reasonable price?

Mr. THACKERY. Yes, sir.

Senator McCUMBER. Then we have the allotment of Tahpahthea. Do you know about that piece of land?

Mr. THACKERY. I know where it is located, but I can not describe the land. It is located about a mile west of Shawnee.

Senator McCUMBER. What is it worth?

Mr. THACKERY. I do not know. I do not know whether it is cut up by creeks or whether it is level. That would have a great deal to do with its value.

Senator McCUMBER. So you can not pass a very accurate opinion as to the value of it?

Mr. THACKERY. No, sir.

Senator McCUMBER. Here is the allotment of Shuckequa. Do you know where his or her land is situated?

Mr. THACKERY. Yes, sir.

Senator McCUMBER. Where?

Mr. THACKERY. It is north of Shawnee and just across the road running on the west side of the town. The town is laid out up to that land, but I do not think it is incorporated out so far.

Senator McCUMBER. What is it worth?

Mr. THACKERY. It is worth \$6,000—

Senator McCUMBER. How far out of town do you say it is?

Mr. THACKERY. I do not know just where the northern corporation line is.

Senator McCUMBER. You can estimate.

Mr. THACKERY. It is about a mile north and just across the line west of the part of the city that is well built up. It is about a mile and a half from the center of the city.

Senator McCUMBER. This other place, you say, is worth \$50,000. How far from the center of the city?

Mr. THACKERY. It is about a half mile from the center of the city—from the post-office.

Senator McCUMBER. Are you acquainted with the allotments of Neconopit?

Mr. THACKERY. I am acquainted with the Indian. I do not know about the land.

Senator McCUMBER. Nor where they are?

Mr. THACKERY. Yes; I know where they are. Within a mile of the city limits; but just the character of the lands of these two Indians I do not know.

Senator McCUMBER. What would the lands be worth, in your opinion?

Mr. THACKERY. They ought to be worth \$4,000 apiece. If they lie level and are well adapted for farming purposes they ought to be worth \$6,000.

Senator TELLER. That is \$75 an acre.

Mr. THACKERY. Yes.

Mr. BENTLEY. I ask if the railroad does not run through it, and if the land is not very badly broken and cut up, and if you do not know that?

Mr. THACKERY. No; I do not know it. I do not know the condition of those two allotments; I never have gone over them carefully. If they are rough and much cut up it would reduce the value very much. If they are level and in good condition for farming purposes they would be worth \$6,000.

Senator McCUMBER. How many Kickapoo Indians are there?

Mr. THACKERY. About one hundred remaining in Oklahoma.

Senator McCUMBER. How many have gone away the last two or three years?

Mr. THACKERY. Close to two hundred.

Senator McCUMBER. They went to Mexico?

Mr. THACKERY. Yes.

Senator McCUMBER. Have you heard any complaint directly from any of those who went to Mexico as to how they were living or their condition there?

Mr. THACKERY. No, sir.

Senator McCUMBER. Have you heard of any of them that were desirous to get back?

Mr. THACKERY. Yes, sir.

Senator McCUMBER. How many?

Mr. THACKERY. There were perhaps 20 or 30 of the young members of the tribe.

Senator McCUMBER. Did they say why they wanted to get back?

Mr. THACKERY. I do not know that they gave any definite reason. They said they wanted to come back. They wanted to live in Oklahoma. I think it was as much that they could not raise crops, or something of that kind.

Senator McCUMBER. How did they come to refer to you or send you word that they wanted to come back?

Mr. THACKERY. They told me, a number of them, when I went down there.

Senator McCUMBER. You went down there?

Mr. THACKERY. Yes; I made payments there last January.

Senator McCUMBER. What payments?

Mr. THACKERY. Lease money and deed money.

Senator McCUMBER. Are you holding any of the lease money now?

Mr. THACKERY. Yes.

Senator McCUMBER. Under instructions of the Department, I suppose?

Mr. THACKERY. Yes.

Senator TELLER. How much?

Mr. THACKERY. I do not know how much. That matter goes through one of our clerks, and I really do not know. There are three or four semiannual payments due some of the Indians. They were originally held out because of an order that we should not pay until the leases should be approved by the Secretary. Prior to that we were making payments prior to the approval.

Senator McCUMBER. Are you aware of the reasons that the Secretary has for not paying them?

Mr. THACKERY. No; there was no reason given me. There is nothing stated in my instructions except that I was to withhold payment until further orders.

Senator McCUMBER. You do not know the reasons?

Mr. THACKERY. No, sir.

Senator TELLER. From whom did you get these orders?

Mr. THACKERY. From the Commissioner of Indian Affairs, who quoted the Secretary.

Senator TELLER. The Commissioner gives you the instructions?

Mr. THACKERY. Yes.

Senator TELLER. He gives you the instructions?

Senator McCUMBER. You spoke of some of the Indians that wanted to come back. What was to prevent them from coming back?

Mr. THACKERY. The reason they came to me was to get money to get back with their horses and for their own transportation.

Senator McCUMBER. Do you know what the distance is?

Mr. THACKERY. The railroad fare is about \$29, I believe. It is about a thousand or twelve hundred miles.

Senator McCUMBER. Did you carefully investigate and inspect the lands that they were living on down there in Mexico?

Mr. THACKERY. No, sir; I understood that they had no title where they were staying; that they were staying on leased land.

Senator TELLER. What time of the year were you there?

Mr. THACKERY. I was there last in January.

Senator TELLER. This past January?

Mr. THACKERY. Yes, sir.

Senator McCUMBER. Could you get a good view of the land at that time, so as to observe its quality, etc.?

Mr. THACKERY. Yes. I drove from Muzquiz, which is their railroad town, out to their camp, I judge about ten miles, and saw where they were living and the country between the town and that place.

Senator McCUMBER. You saw some of them in more or less destitute circumstances, did you?

Mr. THACKERY. Well, I could not say that they were any of them hungry or lacking for clothing. They had plenty of game and plenty to eat. I saw no indication of thrift or anything of that kind. They were simply living, that was all. I saw no fields.

Senator TELLER. What sort of houses had they?

Mr. THACKERY. The old-time houses; poles with rush mats or something of the kind wrapped around them.

Senator TELLER. Such as they had in Oklahoma?

Mr. THACKERY. Yes.

Senator TELLER. That is, the old natural house of the Kickapoo?

Mr. THACKERY. Yes.

Senator TELLER. Some of them in Oklahoma have the same houses, do they not?

Mr. THACKERY. Yes; we call them "weekeeps."

Senator TELLER. That is rather a peculiar house that the Kickapoos have?

Mr. THACKERY. It is peculiar to the Sac and Fox Indians and the Pottawatomies and the Iowas, as well as the Kickapoos.

Senator McCUMBER. What I want to get at is something about that land and its grazing qualities, for instance.

Mr. THACKERY. In my opinion it is very poor. I saw some cattle there of the very poorest grade you can imagine, and very few of them. The principal occupation there in the way of stock raising, so far as I could see, is the goat industry. The pasture mostly is very short.

Senator McCUMBER. It would naturally be short at that season of the year?

Mr. THACKERY. Yes.

Senator TELLER. Did you see many goats?

Mr. THACKERY. Yes; lots of them. I do not think that anything in the way of crops could be raised on the land naturally, nothing except under irrigation. I judge there is a good deal of strength to the soil if you had water on it.

Senator McCUMBER. Is there not plenty of water there?

Mr. THACKERY. No, sir; I can not say there was. The river the Kickapoos live on is a beautiful stream of water and was running with considerable volume when I saw it in January. I think it runs the whole year round and never goes dry.

Senator McCUMBER. Can you give us an idea of what size river it is?

Mr. THACKERY. About one and a half times the width of this room, and it would average, perhaps, a foot deep.

Senator McCUMBER. Was it clear water?

Mr. THACKERY. Yes; very pretty water. It runs on a stony bottom.

Senator McCUMBER. What is the character of the land?

Mr. THACKERY. It is covered with mesquite brush—brush as high as your head—much of it.

Senator McCUMBER. Is it a sandy soil?

Mr. THACKERY. No; I would call it a gumbo, sticky soil on the bottom.

Senator TELLER. Did you go over the hills?

Mr. THACKERY. We drove over some of the hills. We drove from Musquiz back to Las Esperantes, and in making that trip we drove over considerable hilly country.

Senator TELLER. Are there other Mexican Indians living there?

Mr. THACKERY. Yes.

Senator TELLER. How did they seem to be getting on?

Mr. THACKERY. I did not see their camp. As far as dress and general appearance is concerned, they look worse than the Oklahoma Kickapoos.

Mr. BENTLEY. To enable the gentleman to better answer the Senator's question as to the character of the land where the Kickapoos have now bought, I will say that in coming to their camp recently he drove across the lands that we have acquired. It lies between two creeks, and he crossed both of them and the river that furnishes water to irrigate the land we purchased.

Senator McCUMBER. Do you know where the land is that they purchased? Was your attention called to it?

Mr. THACKERY. No, sir.

Senator McCUMBER. Do you know where the land is that Mr. Bentley has just described?

Mr. THACKERY. Yes.

Senator McCUMBER. You recall it by his description?

Mr. THACKERY. Yes.

Mr. BENTLEY. You cross the creek first and then you come over some land and cross the river. This land lies between the creek and the river.

Senator McCUMBER. What do you know of the land between the creek and the river as he has described?

Mr. THACKERY. I do not remember that particular piece. It was a new road to me. In fact, we got lost going out there and drove around through the woods awhile, but the general character of the land is a sticky gumbo, as I would describe it.

Senator TELLER. Is there any land like it in Oklahoma?

Mr. THACKERY. Well, it is of somewhat similar color.

Senator McCUMBER. What is the color?

Mr. THACKERY. It is of a light gray color and somewhat stony.

Senator TELLER. These creeks you say you passed had water in them?

Mr. THACKERY. Only in the Sabinos River; that had running water. We crossed a ditch or two where the Mexicans had run water down to the town.

Senator McCUMBER. Do you know about the precipitation in that country during the year?

Mr. THACKERY. No, sir

Senator McCUMBER. Do you, Mr. Bentley, know whether there is any record of the precipitation?

Mr. BENTLEY. Yes, sir; it is now 20 inches.

The CHAIRMAN. What do you know, Mr. Thackery, of the general nature of this transaction? If there is anything that you know that will throw light upon it I wish you would state it.

Mr. THACKERY. The investigation I suppose was taken up upon a statement of my own to the Department. The first I knew of the transaction was when the deeds were being recorded in our county seat, which is only about 2½ miles from our office. Somebody, I do not remember who, called our attention to the fact that there were deeds on Indian lands being recorded there. I took the matter up and wrote to the Department about it, to know if there had been any legislation for making the sale of any Kickapoo lands, and they sent me a copy of the Indian bill as it passed and became law. Some of the Indians returned from Mexico about that time and I asked them about the matter. They did not know that any lands had been sold by other Indians—most of them did not. Some of them said that Mr. Bentley had been down there and had them sign some sort of a paper and paid them a little money, and I suggested to the Department that the matter be investigated. It was investigated and I suppose you have Mr. Dixon's report here.

Senator TELLER. Mr. Dixon is the man who investigated it?

Mr. THACKERY. Yes.

Senator GAMBLE. Did you cooperate with Mr. Dixon in making the examination that resulted in the report that was submitted?

Mr. THACKERY. No, sir; I was directed to give him any assistance that I could by the Department, but I did not go down to Mexico with him and was not present when any testimony was taken, and I know very little about what testimony was given. He told me something about it, however.

Senator TELLER. How many of those Indians have come back from down there?

Mr. THACKERY. You mean come back permanently?

Senator TELLER. Yes.

Mr. THACKERY. I do not know of any who have come back who went down to stay.

Senator TELLER. They go back and forth?

Mr. THACKERY. They go back and forth. There are some who went down there for three or four months who have come back to Oklahoma and are with us, but I think the line is rather drawn now between those who wish to remain there and those who wish to stay in Oklahoma.

Senator GAMBLE. How many of those in Oklahoma now have allotments?

Mr. THACKERY. I can only guess at that. I presume we have perhaps 60 who have allotments. Many of them are living on their allotments.

Senator TELLER. You were speaking of leasing those lands. How do you lease them? You have had the Secretary to approve the lease?

Mr. THACKERY. Yes.

Senator TELLER. How do you lease them—by the acre?

Mr. THACKERY. It is designated that the consideration shall be so much per annum for the 80 acres in addition to the improvements. There is nearly always improvements called for, like breaking new lands or building a barn, or something of that kind.

Senator TELLER. That is, you make the lessee do that?

Mr. THACKERY. Yes; we contract with the lessee for a stated amount of cash per annum, and in addition to the cash consideration there is ordinarily improvements in the way of fencing or digging a well, or something of that sort.

Senator TELLER. You require the lessee to give a certain sum of money and also to build a house or dig a well or something of that sort?

Mr. THACKERY. Yes; where the place is improved we lease it for cash alone. The river-bottom land is worth \$2.50 to \$3 an acre. In one case we got \$6.

Senator TELLER. Did they have improvements, such as a house or barn?

Mr. THACKERY. No; we got that just for the land—

Senator TELLER. The naked soil?

Mr. THACKERY. Yes.

Senator TELLER. What do they raise on that?

Mr. THACKERY. That man raised potatoes. Cotton is the most common crop in our section—cotton, corn, and potatoes. They raise two crops of potatoes in a season.

Senator TELLER. From the same piece of ground?

Mr. THACKERY. Yes.

Senator TELLER. But only one crop of cotton?

Mr. THACKERY. Yes.

Senator TELLER. And only one crop of corn?

Mr. THACKERY. Yes.

Senator TELLER. Can you tell us how much lease money is now in the hands of the Government?

Mr. THACKERY. No, sir.

Senator TELLER. You have no idea of the amount—you do not retain it, I suppose; you remit it?

Mr. THACKERY. All that we have is with the assistant treasurer at St. Louis.

Senator TELLER. You deposit it there?

Mr. THACKERY. We deposit there every ten days or two weeks. We may have a small balance on hand at the agency. I think that of this lease money we may have something like from two to four thousand dollars on hand.

Senator TELLER. You mean that that is due to them?

Mr. THACKERY. Yes. I made them a payment in January of all that I could pay them at that time. We still had some on hand, but under an order from the Interior Department we could not pay until the lease was approved.

The CHAIRMAN. How much did you pay out down there in Mexico?

Mr. THACKERY. The last payment?

The CHAIRMAN. Yes.

Mr. THACKERY. I can only estimate.

The CHAIRMAN. State approximately.

Mr. THACKERY. About \$4,000.

Senator TELLER. How did you pay it?

Mr. THACKERY. By check.

Senator TELLER. Where did they get the checks cashed?

Mr. THACKERY. I do not know.

Senator TELLER. Did you give to each Indian a check?

Mr. THACKERY. Yes.

The CHAIRMAN. About \$4,000 was paid. How many of them were there?

Senator TELLER. Is that a good way to pay Indians?

Mr. THACKERY. That is the only way we can pay them. We have no authority to pay otherwise.

Mr. BENTLEY. The Indians who were paid at that time at Muzquiz were compelled to go to Texas to get their checks cashed, as the Indians insist always that they shall receive their money at Eagle Pass, Tex.

Senator TELLER. How far is that from where they were?

Mr. BENTLEY. A hundred and fifty miles?

Mr. THACKERY. I cashed two of the checks at Muzquiz for the Indians at the time I made the payment. I did that at a Mexican store.

Senator TELLER. That is, you helped them to get their checks cashed?

Mr. THACKERY. Yes; I went in and got the money for them.

The CHAIRMAN. This payment was made in January?

Mr. THACKERY. Last January.

The CHAIRMAN. How many Indians were there there?

Mr. THACKERY. In the neighborhood of 200.

The CHAIRMAN. And you paid out in checks about \$4,000?

Mr. THACKERY. Something like that; of course I do not know the exact amount. That was lease money and deed money combined.

The CHAIRMAN. What money?

Mr. THACKERY. Lease money and deed money—that is, money derived from the sale of inherited lands.

The CHAIRMAN. Has inherited land been sold pretty generally?

Mr. THACKERY. Well, there is perhaps a third of it left with the Kickapoos.

The CHAIRMAN. How many Kickapoos do you understand there are, all told, in Mexico and in your place?

Mr. THACKERY. You mean the original allottees?

The CHAIRMAN. I mean all the Kickapoos in Oklahoma and Mexico that went from the United States to Mexico recently; not the old people who had been down there so long.

Mr. BENTLEY. Not those who have always been there?

The CHAIRMAN. No.

Mr. THACKERY. There are somewheres near 300.

The CHAIRMAN. Do you know how many there are that are permanent residents there, as you might say?

Mr. THACKERY. In Oklahoma?

The CHAIRMAN. No; in Mexico; those who were there before these people went down there?

Mr. THACKERY. No; I do not know, sir.

The CHAIRMAN. The payment you disbursed made about \$20 apiece for each one of them that was down there?

Mr. THACKERY. Yes; somewhere near that.

Mr. BENTLEY. This was not paid to each one. Some would get \$150 and another would get nothing.

The CHAIRMAN. How many of these wanted to come back to Oklahoma?

Mr. THACKERY. I think the majority of the younger people would be glad to come back. Of that number I would say at least half of them would come back if the influences that tend to keep them there were removed.

The CHAIRMAN. What influences?

Mr. THACKERY. Well, they do not want their children to go to school, and they have been made to believe that they will, if they remain with us in Oklahoma, have to send their children to school, and of course they do not like the idea of white people getting all around their homes. They are old-time Indians, and they want to remain that way.

The CHAIRMAN. Those influences are conditions that pertain to the Indian himself, are they not?

Mr. THACKERY. Yes, sir.

Senator TELLER. Tell me why the Department is anxious to bring them back.

Mr. THACKERY. I do not know that they are. The Department has never indicated to me that they had any intention of returning them, and no steps have been taken, so far as I know, with that in view, unless it be the withholding of this money, and, as I stated, I do not know why that was done; but I think it was not with the intention of forcing the return of those people, but because the Department had been led to believe that they had not made proper use of the money. It was better for them, and a matter of protection to them, to withhold it.

The CHAIRMAN. The allotments that remain undisposed of in the vicinity of Shawnee, what are they worth approximately on an average?

Mr. THACKERY. They will average \$2,000. That is a low estimate of it.

Senator TELLER. Two thousand dollars for an 80-acre allotment?

Mr. THACKERY. Yes.

Senator TELLER. What was left after these sales were made? You have made some sales through your office?

Mr. THACKERY. All the land that has been sold has been sold through our office.

Senator TELLER. Up to this last spring they were all made through your office?

Mr. THACKERY. Yes.

Senator TELLER. Before the restrictions were removed?

Mr. THACKERY. Yes; all excepting the seven.

Senator TELLER. How many allotments have you disposed of?

Mr. THACKERY. I would say about 25 or 30.

Senator TELLER. Out of the 210?

Mr. THACKERY. No; there are about 280, I think.

Senator TELLER. What have you sold the land for that you have sold?

Mr. THACKERY. It has averaged, I think, about \$2,000.

Senator TELLER. What was the least price that you sold for?

Mr. THACKERY. The least I have in mind was about \$500.

Senator TELLER. For an 80-acre allotment?

Mr. THACKERY. Yes; I do not recollect any that sold for less than that.

Senator TELLER. That was about \$6 an acre?

Mr. THACKERY. That was a tract that was low and sandy, and the river overflows there.

Senator TELLER. What policy did you pursue in selling this land? Did you advertise it?

Mr. THACKERY. Yes; we advertised it in accordance with the instructions of the Interior Department for 90 days, and at the end of 90 days we received sealed bids, and if the highest bid was above our appraised valuation we awarded the sale.

Senator TELLER. How did you have them appraised—who appraised them?

Mr. THACKERY. Either myself or some one designated by me.

Senator TELLER. That was before the advertisement, or after?

Mr. THACKERY. Before. We made our appraisal and sealed it, and opened it along with the bids. We did not make the appraisal public, but the bids were opened publicly. I understood the Senator to ask if the appraisements were made before or after the sale of the land.

Senator TELLER. What proportion did you sell as low as \$6 an acre?

Mr. THACKERY. A very small proportion. I do not remember of any other one that sold so low. We sold two or three at about \$800, several at a thousand dollars, and several for three and four thousand dollars. I think the average would not be very far from \$2,000.

Senator TELLER. Eight hundred dollars would be \$10 an acre.

Mr. BENTLEY. To make a fair comparison; there was one sold for \$28,000 and one for \$37,950.

Senator TELLER. I did not intend, of course, Mr. Thackery, that you should give me the average of those.

Mr. THACKERY. No. You see the allotments are right along the North Canadian River. They extend from near Choctaw City to Shawnee, a distance of about 35 miles.

Senator TELLER. Tell me why these allotments were sold.

Mr. THACKERY. Upon the application of the heirs. They requested that we sell them.

Senator TELLER. Were those lands, in all cases, where the allottee was dead?

Mr. THACKERY. Yes.

Senator TELLER. You have not sold any others?

Mr. THACKERY. Not of the Kickapoos. We have of the Shawnee and Pottawatomie.

Senator TELLER. What is your rule about that? How do you conclude to sell a piece of land—what influences are brought to bear on you?

Mr. THACKERY. The Indians and the heirs—

Senator TELLER. I am not talking about the heirs. Of course, you sell in the case of heirs on account of the necessity of dividing the money?

Mr. THACKERY. Yes; a Pottawatomie or Shawnee could dispose of their lands if it be shown that the allottee was a nonresident of Oklahoma Territory. An act of Congress, as I understand it, was passed on behalf of a number of Pottawatomies who had never lived in Oklahoma but had always lived in Kansas, and the Oklahoma lands were sold to enable them, I understood, to improve their lands in Kansas.

Senator McCUMBER. I would like to ask why these Indians are so averse to their children going to school there?

Mr. THACKERY. I do not know that they are any more averse to their children going to school there than elsewhere. I would state that we have this year about eight in school—

Senator TELLER. Eight Kickapoos?

Mr. THACKERY. Yes.

Senator TELLER. These are the children of those that remain?

Mr. THACKERY. Not all of them. Two of them just came up from Mexico and went into school at their own request.

Senator TELLER. How old are they?

Mr. THACKERY. Two boys about fifteen or sixteen years old. One of the boys when I was in Mexico in January did not speak about it at the camp, and I started on back to town to take the train home. He had gone out on the road and waited there for me and asked me if I would not let him get into my wagon and if I would not bring him back. He wanted to come to school. I told him I had no means to pay for his transportation at that time and could not do it. Later, we sent an employee down there about leasing matters. The boy renewed his application to bring him back. The employee referred the matter to me and I told him to bring him back. He wanted to go to school.

Senator McCUMBER. Is there a general feeling among the Kickapoos there that the schools are, on the whole, demoralizing to the children?

Mr. THACKERY. Well, there are a good many of the old-time Indians who have that feeling, because some of those educated fellows have learned enough to get onto the bad ways of the white race; and it is perfectly natural that many of them would adopt the lowest stage of our civilization first. I think we can not expect anything else. We can not jump them over that stage. It must be gradual, their improvement.

Senator McCUMBER. That is the real cause—rather a suspicion on the part of the parents, and especially with regard to their girls, that it is not entirely safe to send them off to school.

Mr. THACKERY. I never heard of anything of that kind. Our Indians have never expressed to me a feeling of unsafety for their girls. On the other hand, they expressed a feeling against the schools because so many of the boys who have come back will get drunk and carouse around and make trouble.

Senator TELLER. How long have you been down there?

Mr. THACKERY. I have been in the Indian work about fifteen years.

Senator TELLER. How long have you been in Oklahoma?

Mr. THACKERY. I started in at the Sac and Fox Agency fifteen years ago. I have not been in Oklahoma all the time. I was with the Sioux a while and in Nebraska a while.

Senator TELLER. Have there been some boys coming back from outside schools that have turned out pretty hard cases?

Mr. THACKERY. Yes.

Senator TELLER. Quite a number of them?

Mr. THACKERY. Well, not quite a number; no.

Senator TELLER. But enough, I suppose, to scare the parents?

Mr. THACKERY. Yes. The fact of their coming back and turning out bad has naturally been charged by older Indians to what they have learned at school. The chances were in many cases that they would have been bad anyway.

Mr. BENTLEY. If the gentleman will permit me, I would like to ask him if two of those boys who returned from the school have not been murdered by the others and if one is not now in jail for murder of the schoolboys?

Mr. THACKERY. There is a young man, a Kickapoo, Henry Bentley, who is charged with murder. The probabilities are that he is guilty in one case. It is a suspicion that he killed another fellow. He is a pretty bad fellow. I think it is natural with the fellow, and that it was not due to any influence he was thrown into at school.

The CHAIRMAN. Why do you not finish one thing at a time? Have there been two killed?

Mr. THACKERY. Yes.

Senator TELLER. Two killed by boys who have been at Indian schools off the reservation?

Mr. THACKERY. They were killed on the reservation.

Senator TELLER. Where did these boys go to school?

Mr. THACKERY. At Carlisle school. The ones who were killed have never been to Carlisle, or at least not been there any length of time.

Senator TELLER. But the murderers were from Carlisle?

The CHAIRMAN. Were the boys that were killed boys who had been to Mexico and come back?

Mr. THACKERY. I do not think they had gone to Mexico to stay permanently.

The CHAIRMAN. How long ago were they killed?

Mr. THACKERY. The last one was killed about six months ago. The other one about a year ago.

The CHAIRMAN. How far were they from Shawnee when they were killed?

Mr. THACKERY. About 7 miles west.

Senator TELLER. Were they punished for this crime?

Mr. THACKERY. One of them is under arrest now. They were both arrested the first time and were released on motion of the county attorney because there was no evidence against them. The second time there was only one of them arrested. There was no evidence to justify the arrest of the other fellow.

Mr. BENTLEY. Have you ever heard of any Kickapoos murdering each other who had not been in school?

Mr. THACKERY. Yes. I do not recollect the case, but I think you would recall the case. It was when you were agent.

Mr. BENTLEY. No; that was not a murder. The man who was killed got on the railroad and got killed that way.

There is another matter in connection with the school proposition. Mr. Thackery states that they are not afraid to send their children to school because of their daughters being ill treated. Is it not fear of what will become of the daughters after returning from school—that is what the parents are afraid of—more than anything else?

The CHAIRMAN. Is there anything, Mr. Thackery, that you want to state about this transaction that will throw any light on the character of it?

Mr. THACKERY. In my relation with the case, the only desire I have had is the matter of protection for the Indian. The reason I took it up was to ask the Department to have the matter investigated before any action was taken. That was the only desire I ever had in the matter. The Indians were in Mexico, 1,000 or 1,200 miles from us, and we were led to believe that they had not received or would not receive the money due them for the seven allotments in question. I understand that the title to the land they have now is a ninety-nine-year lease, or something like that. I think if these patents are to be issued the Indians ought to be protected in some way. It should be seen to that if they do get land there in Mexico they get proper title, and that they receive something like the real value of the land that they part with.

Mr. BENTLEY. I will say that \$200 was paid to a lawyer recommended by Mr. Martin, the American consul at Ciudad Porfirio Diaz. I gave this attorney \$200 for investigating the title and for being present when the titles were executed. He accepted the title.

Senator TELLER. Was it supposed to be an absolute title?

Mr. BENTLEY. Yes.

Senator TELLER. Not a lease?

Mr. BENTLEY. Not a lease. It is an absolute title.

Senator TELLER. When did you learn of this, Mr. Thackery—when you went down there?

Mr. THACKERY. No, sir; I do not think that the lease was made at that time.

Mr. BENTLEY. I was negotiating for the land when Mr. Thackery was there. The land was acquired and the Indians afterwards moved on to their own land and are now living there.

Mr. THACKERY. What sort of title have you got to the land?

Mr. BENTLEY. An absolute title. We bought six days of water, and under the Mexican law a certain quantity of land goes with the water. They do not measure land as we do here, by acres. It is under the old Spanish custom. The land goes with the water.

Mr. THACKERY. It is my opinion, so far as I have gone into it, that the allotments of Okemah and his wife are in the hands of innocent purchasers. They are possessed by this gentleman here [indicating Mr. Eggerman]. They have indicated to me all the time that they wanted to do what was right; that they did not want something for nothing, but wanted to cooperate with the Department and have the matter properly adjusted. My opinion is that the other allotments are not in the hands of innocent purchasers and that the Indians ought to be protected.

Senator TELLER. What kind of man is Mr. Ives?

Mr. THACKERY. I do not know. I think he is a man of good standing in our community, so far as I know. I have never heard anything to the contrary.

Senator GAMBLE. Could not these Indians be protected if the parties in whom the title is now vested made a declaration of trust and recorded it, showing the interest that they have in the land?

Mr. THACKERY. I do not quite understand your question, Senator.

The CHAIRMAN. He is not a lawyer and may not understand.

Senator McCUMBER. Perhaps he does not understand that the land has been deeded simply in trust, as the trust does not appear.

Senator GAMBLE. Yes. It has been stated here that these lands were conveyed by these different Indians to different parties; that it was not an absolute sale; that it was transferred to them as a matter of convenience, so that they could be sold to other parties. In other words, the parties who hold the titles now hold them practically in trust for the Indians. Now, if that be true, could not the Indians be protected if the parties in whose names the lands are held make a declaration of trust, reciting the names of the parties in whose interest they hold the titles, and make it a matter of record? Then, when the lands are disposed of, the proceeds would go to the proper parties. That was suggested, I think, in the hearing yesterday, and a willingness was expressed that the parties would comply with that suggestion.

Mr. THACKERY. I think that could be done. The only desire that I had, as I say, was a matter of protecting the Indians.

Senator GAMBLE. I have not gone through the report of Special Agent Dixon, but it would appear from what came to me that he had largely gone to the records and had taken the records as matter of evidence and the amount of consideration expressed in the deeds and had not made a specific inquiry of the parties who had knowledge of the facts. The report does not seem to be very full or clear.

Mr. THACKERY. He went down there to take the testimony of the Indians who were purported to have made the conveyances. Just what he got from those Indians I do not know, but I think that he made an honest effort to get all the information he could. Then, after finishing in Mexico, he came back and got certified copies of the records. I never heard before that there was any trust held by the first purchasers from the Indians for the Indians.

Mr. BENTLEY. If the Senators will permit me along that line, the testimony taken by Dixon in Mexico in each and every instance showed that the Indian said that he had turned his land over to me, so that he could buy land in Mexico. It was always a trust and nothing else but a trust. It shows that in every instance. There is nobody connected with this matter so far as the Indians are concerned but what clearly understood and knew what they were doing, and they know now. And they are satisfied with what has been done. So far as Mr. Ives is concerned, and my wife is concerned, they are both solvent, and, if it is the judgment of the gentlemen here that they should make arrangements such as have been suggested, I shall be glad to have that done.

Senator GAMBLE. I think it would relieve you materially.

The CHAIRMAN. They ought to put a declaration on record.

Mr. BENTLEY. I have taken every possible precaution, even to apprehending that either of the parties might die, and to cover this possibility I hold warranty deeds properly executed with the name of the grantee in blank. If my wife should die to-morrow I could file a warranty deed.

Senator GAMBLE. But it might not be a very good deed.

Senator TELLER. It is not unusual to execute such deeds.

Senator McCUMBER. Mr. Bentley explained that he did not expect to hold the trust very long.

The CHAIRMAN. I would not hold a piece of land a minute without a trust for my own protection and the protection of my family.

Senator TELLER. I have done it.

Mr. THACKERY. Would this declaration of trust be accompanied by a bond?

Senator TELLER. No. A declaration of trust is simply notice to the man who buys the property, that he buys it subject to the rights of the Indians and that the money goes to the Indians.

Mr. THACKERY (to Mr. Bentley). Have you bought any other lands of the Indians?

Mr. BENTLEY. No; not except these seven.

Mr. THACKERY. A great many of them have told me that you had deeds for their allotments.

Senator TELLER. Do you know that these Indians in Oklahoma are citizens of the United States?

Mr. THACKERY. Yes.

Senator TELLER. And that the Government has lost all control over their property?

Mr. THACKERY. I do not understand that it has.

Senator TELLER. Well, I do, as a lawyer.

The CHAIRMAN. They still claim whatever restrictions the Government placed on their lands.

Senator TELLER. The restrictions in the patent remain.

The CHAIRMAN. But beyond that—

Senator TELLER. Beyond that you can not control them. And when we remove those restrictions the Indians have as much right to control their land as we have ours; and just as quickly as the Government of the United States takes its hands off the Indian and makes him understand that he is to do for himself there will be some hope for him, and not until then.

Senator GAMBLE. How long have you known Mr. Bentley?

Mr. THACKERY. Just the time that I have been at Shawnee—a little over four years.

Senator GAMBLE. He has been there the greater part of the time?

Mr. THACKERY. There and in Mexico; yes, sir.

Senator GAMBLE. What reputation does he bear in the community?

Mr. THACKERY. It is not good.

Senator GAMBLE. Would you say that his general reputation for honesty and fair dealing was not good?

Mr. THACKERY. Yes, sir.

Senator GAMBLE. Are you acquainted with his wife?

Mr. THACKERY. I have seen her; I do not know her very well; but I have just seen her a few times.

Senator GAMBLE. Do you know whether she is a woman of property or not?

Mr. THACKERY. I think she has considerable property.

Senator GAMBLE. And would be financially responsible for a reasonable amount, would she?

Mr. THACKERY. Yes, sir.

Senator TELLER. What is the matter with Bentley—you say his reputation is not good. In what respect is it not good? Do you mean his reputation in the Department is not good, or in the community in which he lives?

Mr. THACKERY. I mean in the community in which he lives.

Senator TELLER. Now, tell us what is the trouble.

Mr. THACKERY. The Senator asked me what the general belief was there, and I attempted to give it to him.

Senator TELLER. He did not; he asked you what Mr. Bentley's reputation is.

Mr. THACKERY. Well, the men whom I have done business with state that his reputation is not good; that he has been connected to a considerable extent with matters of this kind. He may be all right in this. I am sure that if I am wrong, why, I want to make it right and do anything I can to make it right.

Senator TELLER. You form your opinion largely out of this transaction, do you not?

Mr. THACKERY. No, sir; I—

Senator TELLER. Well, you have said that this was a shady transaction.

Mr. THACKERY. Yes, sir.

Senator TELLER. You have so said to the Department have you not?

Mr. THACKERY. I do not know that I used that same expression. That there was fraud connected with it has been my belief. It was my belief that the Indians were not receiving proper value for their land, and I still believe that they will not receive proper value for it if the patents are issued on these allotments.

Senator TELLER. Why do you believe that?

Mr. THACKERY. Well, I believe it from my general understanding of the reputation of Mr. Bentley, who is largely connected with the matter.

Senator TELLER. You do not know anything about the fact that Mrs. Bentley held this land in trust?

Mr. THACKERY. No, sir; I did not know about that trust matter.

Senator TELLER. You did not know that Mr. Ives held it in trust, did you?

Mr. THACKERY. No, sir.

Senator TELLER. You did not inquire about that when you were writing to the Department? You assumed that those were absolute sales, did you?

Mr. THACKERY. Yes; I did.

Senator TELLER. And on that you formed your opinion?

Mr. THACKERY. Yes, sir. This matter was never suggested before, as far as I know—that he was holding it in trust. It seems to me it would have been proper, if that was the case, to have let Mr. Dixon know it and have it included in his report.

Senator McCUMBER. Let Mr. Bentley say why he did not explain the matter of the trusteeship to Mr. Dixon when his testimony was taken.

Mr. BENTLEY. My testimony was taken in Mexico, and I had to answer interrogatories that were prepared in advance, and approved by the courts of Mexico, and I answered each and every interrogatory. You can not, there, go beyond the record. I answered everything that was asked and made everything plain that was asked.

Senator McCUMBER. And there was no question asked that would have allowed you to make answer that the property was held in trust?

Mr. BENTLEY. No, sir; or if there was any such question in the 71 interrogatories it is properly and truthfully answered.

Senator McCUMBER. As a matter of fact, men dealing more or less in real estate, do they not generally understand that if you have property for sale you can sell it better if it is in somebody else's name than in your own; and is it not quite customary for parties desiring to handle such lands to have them transferred to somebody else, so that they do not assume to be the owners, for the reason that everything you say will be taken with more effect if it is understood that you are not the owner of the property? Is it not, among real estate dealers, quite a common thing? I am asking you, Mr. Bentley, is not that the rule?

Mr. BENTLEY. Yes, sir; that is the rule. Mr. Thackery says that my reputation is bad in the community in which I live. I want to ask him if he did not represent to the Department that I was not a proper person to be guardian of Indian children?

Mr. THACKERY. Yes; I did. In the same correspondence I objected to the appointment of Mr. Patrick—the two agents whom I succeeded. They had an acquaintance with the Indians and with the land. I made no recommendation as to who should be appointed, but I objected to either of those being appointed.

Mr. BENTLEY. Did not the United States attorney bring actions in the probate court at your instigation to remove me from such guardianship?

Mr. THACKERY. No, sir.

Mr. BENTLEY. Not at your instigation?

Mr. THACKERY. No, sir.

Mr. BENTLEY. Did he not bring such action?

Mr. THACKERY. I do not know that he did.

Mr. BENTLEY. Were not such actions brought by you?

Mr. THACKERY. No, sir.

Mr. BENTLEY. Were you not present at the trial of such cases?

Mr. THACKERY. Yes; as I say, I did not think that you or Patrick were proper persons for that position.

Mr. BENTLEY. Did you offer any testimony as to my character and standing in the community in which I lived?

Mr. THACKERY. I think I did not.

Mr. BENTLEY. You wanted me removed?

Mr. THACKERY. For the reason I stated. You and Patrick were agents and you had an inside track, so to speak, with knowledge of the whole of the Indian land matters, so that I did not think it would be fair to the Indians or to the white people leasing or buying Indian lands.

Mr. BENTLEY. Would that knowledge disqualify me?

Mr. THACKERY. Not necessarily; but for the reason that there was a fight there over the whole matter, and you were attempting to get guardianship for practically all the Kickapoo Indians.

Mr. BENTLEY. Do you think their interests would have been injured if I were guardian for all of them?

Mr. THACKERY. If I did not think so I would not have fought your guardianship.

Mr. BENTLEY. Are you not in court now fighting it under the direction of your office?

Mr. THACKERY. No, sir; I am not fighting it. We have not taken it up at all.

Mr. BENTLEY. You are not opposing it?

Mr. THACKERY. I am not opposing it. Where I have been subpoenaed as a witness in the case I have appeared and answered the questions asked.

Mr. BENTLEY. Do you not know that the United States attorney has stated that it was in the interests of the minor, whose lands were sold through your office, that I should be removed as his guardian?

Mr. THACKERY. No, sir; I did not know that.

Senator TELLER. Did you bring a suit to set aside something?

Mr. BENTLEY. Yes. There was an illegitimate child who was my ward. The mother of this child never was the wife of the man who claimed to be the father of the child that I am guardian for. This little boy's brother's allotment belonged to my ward, but the Department permitted a supposed father of my ward, as sole heir, a man who was not the husband of this boy's mother, to sell the land that the boy had inherited from his brother. I filed an action in the United States district court to recover that land and cancel that deed, and a strong attempt was made to remove me as guardian.

Mr. THACKERY. The action in which I took part to prevent your being appointed was long before any land was sold.

Mr. BENTLEY. But you were present when the United States attorney attempted to remove me from this guardianship, stating that my removal would be in the interests of this ward; and this was after this land was sold.

Your contention in court was that my appointment was not satisfactory to the Secretary of the Interior, and long arguments were made to the effect that the court, out of courtesy to the Secretary of the Interior, because I was not satisfactory to him, ought to remove me. My counsel contended that it was not a matter for the exercise of the discretion of the Secretary of the Interior, and the judge so held.

Senator TELLER. Who was the judge?

Mr. BENTLEY. Judge Allen, of Oklahoma County.

Senator TELLER. What was the result of the suit?

Mr. BENTLEY. The court refused to remove me, and the action is still pending in the United States court.

Mr. THACKERY. As to the case that he refers to now, there was no action by the United States to remove him as guardian excepting in this way; a lease on the land belonging to the boy he speaks of was involved. There were two appointments of guardians, one in Pottawatomie County and his in Oklahoma County. The question then as to who was the guardian depended on establishing the fact of residence of the boy—whether in Oklahoma or in Pottawatomie County. The court decided that his home was in Oklahoma and that Mr. Bentley was his legal guardian.

Senator TELLER. You say you did not try to get him removed?

Mr. THACKERY. Not in that way. The question in court was whether this lease made in our office and signed by the other guardian would stand.

Mr. BENTLEY. Did not the court hold that I am the legal guardian?

Mr. THACKERY. I think it did, and then it was appealed and carried to the supreme court of the Territory.

Mr. BENTLEY. Is it not a fact that you, within the last few days, have permitted the execution of a lease recognizing the other guardian?

Mr. THACKERY. No.

Mr. BENTLEY. Did you not advertise this land for lease a few days ago?

Mr. THACKERY. We advertised it, and the United States attorney, and your attorney, Mr. Smith, and myself agreed that both of the guardians should resign and we would permit the judge to name a new guardian.

Mr. BENTLEY. But I am not going to concur in that. If I am not competent to be guardian, I should be removed.

The CHAIRMAN. I think this discussion has gone far enough.

Senator TELLER. I think Mr. Bentley has a right to present some evidence as to his character.

The CHAIRMAN. But we do not want so much argument.

Mr. BENTLEY. Soon after Mr. Thackery succeeded me charges were preferred against me by persons who were afraid that I would get back into the service of the United States. The United States Indian inspector, Cyrus Beede, was sent to investigate those charges. I was specifically charged with short-paying an Indian. Now, in one instance it was proved that I had paid an Indian too much, and when the next time of payment came that I paid him the proper amount, and then he thought that I had not paid him enough. Some white man got him to make an affidavit, and this investigation followed. The fact was that in the previous payment I had beat myself out of \$4.50. Mr. Beede's reports relating to this matter, for some reason, are not

found among the papers furnished by the Department to the Senate committee in response to this resolution.

Senator TELLER. The Department says it is mislaid.

Mr. BENTLEY. Now, gentlemen, I have here in my hand something I wish to read. This is the end of indorsement. It is all the indorsement that the people in the country where I live can make. It bears the signature of every county, municipal, Territorial, and Federal officer within 40 miles of where I live. There is the signatures of the presidents and cashiers of the banks of Shawnee and Oklahoma City, which are in the two counties where I had jurisdiction and operated as Indian agent. I repeat, it is all the indorsement that the people of my country can give me or give any one, and I am proud to be able to present these indorsements here. This paper was originally a part of the Beede report referred to, but I withdrew it from the records of the Interior Department so that I might present it here.

The CHAIRMAN. Was this a part of the report of Inspector Beede to the Department?

Mr. BENTLEY. Yes, sir; I will remark that the gentleman named Ketcham who signed this is the father of "Father Ketcham," of this city, who is at the head of the Catholic Board of Indian Missions. I am glad also to say that it bears the signature of Miss Margaret McKinley, a niece of the late President McKinley. Miss McKinley is now in this city and is stopping at the Cairo, and if any member of the committee will take the trouble to inquire of her as to my standing or as to whether I have the confidence of the court and its officials in my community, and if she says I am a dangerous person to have charge of Indians, or am not of good character, I will resign my position. I have never heard that my reputation was bad except in the Indian Office and in the Office of the Secretary of the Interior and in the office of Mr. Thackery. I know it is bad with them.

I will now read the paper.

SHAWNEE, OKLA., February 18, 1902.

HON. CYRUS BEEDE,

United States Indian Inspector, Shawnee, Okla.

SIR: I have the honor to herewith hand you a statement signed by the principal bankers, merchants, Federal, Territorial, county, and municipal officers living within a radius of 40 miles of the location where I have been located as a special Indian agent in charge of the Kickapoo and Shawnee Indians in Oklahoma. Some persons to whose attention this matter has been called, who were most familiar with my administration of affairs here, though entirely disinterested, except from the standpoint of right and justice, stated that they preferred to address you personally and to state in their own way and language what they knew about my administration of this trust, and I now ask you that the statement herewith be considered with such letters or testimony as you may have taken or received touching the administration by me of the affairs of these Indians.

Very respectfully,

MARTIN J. BENTLEY.

SHAWNEE, OKLA., February 13, 1902.

HON. E. A. HITCHCOCK,

Secretary of the Interior, Washington, D. C.

SIR: We, the undersigned, bankers, merchants, Federal officers, county, municipal officers, citizens of Shawnee and Oklahoma Territory, herewith, through Hon. Cyrus Beede, United States Indian inspector, express to you our individual opinion of Martin J. Bentley, ex-special United States Indian agent, of this city, and formerly in charge of Mexican Kickapoo and Absentee Shawnee Indians. Mr. Bentley's administration has been satisfactory to the honest white people of this Territory, and, we believe, to the Indians. It has long been a matter of public comment that Mr. Bentley was the most diligent, honest, and efficient agent, and that his administration had been a success, and that the Indians under his charge were rapidly becoming civilized and self-supporting, clean, decent, and reputable citizens, and we welcome this opportunity of expressing to you the high esteem in which we hold Mr. Bentley as a moral, honest, reputable citizen.

James T. Farral, mayor of Shawnee; J. H. Maxey, president First National Bank; Willard Johnston, cashier First National Bank; C. J. Benson, vice-president Oklahoma National Bank; F. B. Reed, cashier Oklahoma National Bank; W. L. Dilworth, manager Dilworth Hardware Company; Harry Mead, hardware merchant; Sidney Schram, sheriff of Pottawatomie County; L. Wheeler, dry goods, Shawnee, Okla.; G. E. Lehman, hardware merchant (for Lehman Hardware and Implement Company), 13 and 15 West Main street; Shawnee Hardware Co. (by A. F. Streight, member of firm); Draper & Whit-

- taker (by T. W. Whittaker); H. G. Beard, hardware merchant; L. A. Thompson, wholesale meat market; J. C. Chrisney, groceries, feed, and coal; M. V. Bain & Co., groceries.
- B. V. Brown, Kerfoot, Wayland Grocery Company; N. M. Douglas, chief of police, Shawnee; M. M. Kerfoot; F. Strube, saddlery and harness merchant; H. Sternberg, clothing and dry goods; J. M. Doss, police judge; Chas. Unznov, harness; Geo. B. Graf, meat market; Henry McGill, member city council; August Salich, merchant tailor; Wm. L. Baker, grocer; E. Cofer, dealer in mules and horses; E. C. Mitchell, merchant; J. H. Aydelotte, Shawnee Cotton Oil Company; A. B. Carroll, dry goods merchant; W. N. McGee, M. D.; B. R. Kittredge, druggist; O. K. Harryman, druggist; E. S. Chapline, of Chapline Grocery Company; D. P. Sparks, merchant, Shawnee, Okla.; Meek & Co., meat market; H. O. Bailey, jeweler, Shawnee, Okla.; R. B. Pollock, druggist, Shawnee, Okla.; C. J. Bocher, queensware merchant; Burt & Ryan, proprietor (by S. H. Burt) Hotel Burt; F. P. Stearns, postmaster, Shawnee, Okla.; J. M. Remington; Joe Giles, 122 Broadway; McCredie Hardware Company, by Hugh McCredie; J. H. Everest, vice-president Bank of Commerce of Oklahoma, Okla.; B. D. Shear, clerk United States district court; Frank W. Ingles, official stenographer, United States court; J. P. Allen, probate judge, Oklahoma County; Everett M. Hurry, clerk of probate court, Oklahoma County.
- W. R. Taylor, county attorney, Oklahoma County; Ella D. Lamb, official stenographer, United States land office, Oklahoma City, Okla.; J. H. Beaty, attorney at law; Samuel Murphy, postmaster, Oklahoma, Okla.; Edw. H. Cooke, president State National Bank; Wm. Meyer, Presbyterian minister; C. H. Everest, cashier Bank of Commerce; G. B. Stone, fire insurance; A. Ketchum, lumberman, Oklahoma City; D. Wolff, merchant; W. W. Asher, ex officio register of deeds, Pottawatomie County, Okla.; Mitscher-Mitchell Dry Goods Company, 138 Main street (by C. E. Mitchell, secretary), Oklahoma City, Okla.; Margaret McKinley, deputy clerk, United States district court; M. A. O'Brien, sheriff, Oklahoma County; Sam Harris, wholesale liquor and beer dealer; Robert Reed, president bank, Parkersbury, Okla.; Paul F. Cooper, Territorial bank commissioner (ex-cashier Oklahoma State Bank, Shawnee, Okla.); Edward E. Reardon, ex-superintendent Absentee Shawnee Indian School, now attorney at law; H. Overholser, owner of Grand Avenue Hotel; O. G. Lee, vice-president American National Bank; J. R. Keaton, ex-United States judge, third judicial district; L. G. Pitman, county attorney of Pottawatomie County; W. S. Pendleton, probate judge, Pottawatomie County, Okla.; J. P. Boyle, vice-president First National Bank, Shawnee, Okla.; H. B. Dexter, capitalist; A. N. Dexter, stock dealer; W. G. McKinnis, president Bridgeport Bank, chairman Republican county central committee of Pottawatomie County, Okla.; Thomas McCoglan, county treasurer.

Senator McCUMBER. Mr. Thackery, as I understand, you went directly from the Interior Department to be an agent down there?

Mr. THACKERY. I was transferred from Anadarko to that place.

Senator McCUMBER. Were you previously in any of the Departments here?

Mr. THACKERY. I never was employed in Washington, but have been in the Indian service for fifteen years.

Senator McCUMBER. As what?

Mr. THACKERY. Well, I began at the bottom, as a laborer, and I gradually worked up and have occupied some eight or ten different positions.

Senator McCUMBER. And you have been continuously in the Indian service how long?

Mr. THACKERY. Fifteen years.

Mr. BENTLEY. If the committee please, touching on the question of lease money, which is very important for these Indians, I wish to say that they need money. The season is advancing and they can not make a crop unless they get their lease money. I would like to ask Mr. Thackery if he knows of any reason why their money can not be forwarded through a national bank near where they live, to be paid to them.

Mr. THACKERY. I have suggested to the Department in previous correspondence a year or so ago that they should detail an official of the Department to make the payment in person, so that there could be no suspicion that the Indians did not

actually receive their money. We sent some money to a bank at Eagle Pass and we were afterwards told that they had not received their checks. We had a number of complaints to that effect.

Mr. BENTLEY. Were they in writing?

Mr. THACKERY. No, sir; the Kickapoos can not write, so far as I know. I had a number of complaints that they did not receive their checks, and I put the question to the Department this way: Suppose I pay an Indian \$100 by check and I hold his receipt, and he afterwards says that he never received it; am I still responsible under my bond for that payment? They said I was. Then I made the suggestion that the payment be made by an official of the Department. Other than that I never made any recommendation. I do not think that the Department has any purpose to withhold it, other than that they should be sure that the Indians received the money.

Mr. BENTLEY. I desire to submit to the committee that Mr. Thackery could send receipts to Eagle Pass, Tex., where the Indians could sign and return them to him, which receipts, if properly executed, would never permit any action to be brought against him by the Indians.

Senator GAMBLE. I suppose that is not under the jurisdiction or control of Mr. Thackery. He is under the orders of the Department.

Mr. THACKERY. Yes; I am under the instructions of the Department.

Mr. BENTLEY. When I was agent I did that way and no objection was made by the Department. I paid the Indians through Eagle Pass.

Mr. THACKERY. How many were in Mexico at that time?

Mr. BENTLEY. Well, it is true there were only a few of them, ten or twelve of them, I think, at that time. This Indian here, Johnnie Mine, presented himself at your office and you refused to pay him.

Mr. THACKERY. Johnnie Mine has, I think, from two to four payments due him now.

Senator DUBOIS. You say, Mr. Bentley, that you buy this water by the yard in Mexico?

Mr. BENTLEY. No, sir; water is sold in Mexico by the day. A day's water in Mexico sells in some places for \$2,000 and in some places for \$3,000, according to the size of the ditch. Now, we bought six days' water on a ditch that flows a volume of a yard square. We get the full use of the ditch twenty-four hours each day for six days each month.

Senator DUBOIS. How much land goes with the water—with a square yard of water?

Mr. BENTLEY. A day's water from a ditch of this size irrigates, I think, about 120 acres of farm land.

Senator DUBOIS. Is there not any rule about it? In our country, for instance, you buy an inch of water, which is supposed to be enough to irrigate an acre of land.

Mr. BENTLEY. It is different under Spanish rule, sir. A community in Mexico settles, and then they petition for a concession of land that is supposed to go to 30 persons. It is divided into 30 parts, except that the pasture land is held in community. With the farm land that we bought, we bought six days of water. We have 600 or 800 acres of fine farm land, or perhaps more. And we have, I judge, two or three thousand acres of grazing land.

Senator McCUMBER. I think the whole question is whether they made a good trade and whether they got an honest sum of money for their lands, not whether it is better for them to go to Mexico than to stay here. I wish we had a little more definite or exact knowledge as to the character of those Mexican lands.

Mr. BENTLEY. There are four young men in this city—I do not know how valuable their testimony would be—I do not think they are farmers, but they were down there, and they say that they have not seen any richer land in any country than this valley in Mexico. They saw the crops growing on the property.

Senator McCUMBER. There are other Kickapoos down there, are there?

Mr. BENTLEY. Yes.

Senator McCUMBER. Other than those that came from Oklahoma?

Mr. BENTLEY. Yes. The old-time Kickapoos who were left forty years ago have increased to 400. One hundred and seventy-six Kickapoos escaped capture at that time and were left there when these Oklahoma Kickapoos were taken away from there by force. Those who are there now do not want to come back to the United States, and it is a question of whether these Indians are permitted to dispose of their lands in the United States. They will never come back here. If there is any desire on the part of any Indian in Mexico to return it is because of the uncertainty they have been in there. They do not know at the end of what month they will be ordered away. The Indians went there to acquire land and they were disappointed. And now that they have secured land and got a start I am certain they will stay there and be contented.

Another thing: Had the Department sent their lease money to them as fast as it was collected here they would have been satisfied, I think. It is because of the mis-

treatment of their affairs in this country that they became dissatisfied over there, if any were dissatisfied.

I think it is true, as Senator McCumber suggests, that the whole matter rests largely on whether they are going to be treated fairly and whether they are going to receive a proper value in Mexican lands for the lands they had in this country. That is a matter for the committee to judge.

Senator McCUMBER. We have not got very definite evidence about it. This matter of how they acquired land and water is a little hazy to me.

Mr. BENTLEY. This Indian here present, Johnny Mine, has lived there six years and is familiar with the land.

Mr. THACKERY. There is no better land in Oklahoma than the average Kickapoo allotment. Why should they want to go to Mexico and give up that land, that I would state under oath is much better than the land in Mexico, and go down there and get other land, even if it were as good, and have to irrigate it?

Senator McCUMBER. This Indian here said that their children died very rapidly in this country, and that they lived longer down there.

Mr. THACKERY. The real reason is probably this, that there is more game there and that they can live as Indians.

Mr. BENTLEY. Is not that a good reason?

Senator McCUMBER. If you give them "Indian conditions" they will be all right, for we certainly have not improved the Indian with all our civilization. He was at least a better Indian when he was alone and lived as an Indian.

Mr. THACKERY. I am satisfied that those who are there expected to get this land and hold it in common. That will not be the case, however. They will soon be surrounded there by white men. I believe they have a right as individual citizens to go where they please, but as an officer of the Government I would like to see that they are protected. If they are going to have title there, let them get a proper title.

Mr. BENTLEY. The Indian is as sensible as you are that the white race will follow him across the Rio Grande and, realizing this condition, he had selected an ideal place for his home, which, however, we were not able to secure.

This land that they had been hoping to secure is land that they themselves have selected. It is land that the older ones among them have known for forty years. It is an enormous basin surrounded by high and rugged mountains and by a country that can never be occupied by white men. It is conglomerate and limestone, and the same character of country as is found across the Rio Grande River in Texas. This basin contains 238,000 acres of fine grazing and farming land, with numerous wells and artificial lakes, and now has grazing upon it more than 10,000 of white-faced cattle. Two hundred and fifty head of American horses are on it, with several thousand goats in the mountains. The canyons are timbered with linwood and hard maple and timber that is indigenous to New York and Vermont. The natural increase of these cattle would provide the Indians with their beef and they would never miss it. The surplus cattle that would be annually sold would provide for their limited necessities other than the farm products they would raise. Were they permitted to acquire this property, as I have stated before, these Indians would have a home and land long after the other Indians in this country will have nothing.

Senator McCUMBER. There will be electric railroads there after awhile.

Mr. BENTLEY. Not in that conglomerate country, sir. There are some very rich silver mines in the mountains surrounding that property, but I do not think the miners would ever trouble the Indians. We might supply them with beef. There is only one disadvantage in that section of country in Mexico for cattle raising. The grasses are fine and nutritious, but when cattle are raised at an altitude of 5,000 feet and are then taken down to the railroads at an altitude of 2,000 feet, they become subject to the Texas fever and often die. This tract of land that the Kickapoos want to have for their permanent home raises as fine cattle as are raised in the world, and they would not have to irrigate the land there to raise wheat. But that has been beyond our means so far. This country is 175 miles off the railroad. The basin there is mesquite grass and is beautiful grazing country. I think the Indians could live there indefinitely and I do not know any other place so suitable for Indians.

Mr. THACKERY. I might state, in conclusion, that the feeling I have as an officer of the Interior Department is that the matter of this emigration of these Kickapoos in reality is backed by a desire on the part of certain people to acquire title to their good lands over in Oklahoma. If I am wrong in that the whole matter is practically over with me. I feel that there is such a desire to move these people with the ultimate view to getting that land.

Mr. BENTLEY. Does not the white man get the land just as fast as the Indians die?

Mr. THACKERY. No, sir.

Mr. BENTLEY. Do not the traders get every dollar that the Indian receives for his lands?

Mr. THACKERY. No.

The CHAIRMAN. Do the members of the committee wish to ask any further questions, or do you desire to put in any further statements?

Mr. THACKERY. That was what I wanted to end up with—that those are the causes for my taking any action that I have taken. It seemed to me an official duty, if I could, to prevent any wrongful disposition of that land, in behalf of the Indians. If I have been wrong in it I want to make it right, but my only desire is not a personal feeling to keep those Indians back there in order to keep my position as has been represented, but to give them proper protection. It is commonly given out that my reason is something of the kind, first above named, but I believe, if their land is to be disposed of, it ought to be done through an official of the Department, with the authority of Congress.

FRANK A. THACKERY.

(Adjourned.)

COMMITTEE ON INDIAN AFFAIRS,
UNITED STATES SENATE,
Washington, D. C., March 30, 1906.

STATEMENT OF HON. JAMES L. SLAYDEN, M. C.

Senator TELLER. Do you know Mr. Bonnet, of Eagle Pass, Tex.?

Mr. SLAYDEN. Yes; I have known Mr. Bonnet for a dozen or fifteen years.

Senator TELLER. Tell us what you know about him and what you think about him.

Mr. SLAYDEN. Mr. Bonnet is an official, president, I think, of the Border National Bank, at Eagle Pass, Tex., associated in that bank with a number of gentlemen whom I know. This suggestion of improper conduct on his part is, so far as I know, or am advised, the first whisper against his character and in derogation of it that I have ever heard. He certainly has always stood, and does stand, well in the community in which he lives, and near which he was born, and has spent his entire life. It may be proper for me to state how a knowledge of these facts was first brought to my attention, if agreeable to the committee.

Senator DUBOIS. Yes. We shall be glad to hear it.

Mr. SLAYDEN. Some time ago it was called to my attention that certain gentlemen in Eagle Pass—merchants, bankers, and others—had become creditors of the Kickapoo Indians who had removed from Oklahoma to Mexico, and resided about 90 miles below the Texas border in Mexico. It was stated to me that the Commissioner of Indian Affairs, or whoever was in charge, had declined to remit money due to these Indians for rentals on their lands in Oklahoma, and that in consequence of that failure they had been unable to pay their debts. I asked what was the difficulty and they said that the Commissioner demanded that the Indians apply in person. I suggested that it might be well, if there were any such ruling as that, to have one Indian go with a power of attorney to collect for all, and they said no, that that could not be permitted under the ruling, or was not intended to be permitted, by the Commissioner of Indian Affairs; that he demanded that each Indian should apply in person for the amount due him. I said that if the money were due there should be some way found for making the payment through the agent in Oklahoma.

Senator TELLER. How far away is the place where they are?

Mr. SLAYDEN. I should say about 600 miles.

Senator TELLER. Mr. Thackery said that it was about a thousand miles. He is the Indian agent in Oklahoma.

Mr. SLAYDEN. That may be. I am only guessing. I do not know what part of Oklahoma it is. I should say pretty nearly a thousand miles, if it is at all up toward the center of the Territory of Oklahoma. I said to him that it seemed to me that common sense and custom in business matters should be able to find a method out of the difficulty.

Senator TELLER. Whom do you mean by "he," the Commissioner?

Mr. SLAYDEN. Yes. I suggested this to Commissioner Leupp, that the easiest and most ordinary way of remitting money due to a man was through the mail, or through some bank, and let him collect it there. I said that these Indians could be easily identified in Eagle Pass, where they were known and where they could easily establish a credit. That was found objectionable.

I said to this man Bentley, who had spoken to me about it, "Surely you must misunderstand the Commissioner. I will go and see him." I had an interesting talk with Mr. Leupp, whom I had never met before. He told me that he was not willing to remit the money in that way; that his purpose was—well, now, I do not like to say positively that he said it was his purpose, because I do not remember his exact language, but he created in my mind the impression that his purpose was to force the

Indians back to Oklahoma. I said: "Why, Mr. Commissioner, it seems to me you have no right to compel these Indians to live in Oklahoma if they prefer to live in Mexico, and I do not see how you have any right to withhold money which you, yourself, admit is due them." He said he would be glad to have that tribe come into court if they thought they had rights, and he would like to see a suit brought to determine the question.

Coming back to the mention of Mr. Bonnet, I said to him that I have known Mr. Bonnet quite intimately for a number of years; that he had been a county judge in Maverick County, and that he had been an employee of a bank, and the head of a bank, down there for a number of years, and I had never heard a whisper against his character.

I was also asked with reference to the character of the lands that these Indians had settled on in Mexico. Now, I can not answer that question very positively. I have been to Muzquiz, which is their post-office, and which is quite near the land. It so happens that I was there in November last. I went down to examine a mine that had been submitted to me. I was in the town of Muzquiz, and in the vicinity, and was on the ranch of a governor who sold part of the lands that these Indians lived on. I saw some of the Kickapoos at Muzquiz and some of them on the road going to Muzquiz.

I also inquired about them. In fact, I had forgotten that any Kickapoos lived there or that they had come from Oklahoma. But seeing them and hearing them, I asked how they were doing—how they were getting on, and I was told that they were doing very well, mostly fishing and gathering nuts, etc., for a living; that the lands are very good, and that the only difficulty in the way of successful farming is the lack of rainfall. A good deal of irrigation is done in that vicinity, and where the land is watered they raise a full crop.

I met a Mr. Weller in Muzquiz, who is a citizen of Kansas City, but has a ranch at Muzquiz. I remember distinctly my conversation with him, because he submitted a request that I nominate his son to a cadetship at West Point, and Mr. Weller invited me to come to his ranch this fall on a shooting expedition. Having been a ranchman, and having lived all my life practically in the West, I was informed of the character of the country, and I asked him about the grasses and products generally, and he spoke in the highest praise of the quality of the land that these Kickapoos had acquired, of its productiveness, and of the amount and kind of indigenous grasses. The country looked particularly well when I was there, because that was a rainy spell, and they had had a remarkably good year on account of the abundant rainfall. No doubt the land would not appear productive to a man looking at it after a period of drought.

Senator TELLER. Is Eagle Pass in your district?

Mr. SLAYDEN. It is not now, though formerly it was. I represented that territory for six years in Congress, and am a frequent visitor to Eagle Pass, and have a great many warm personal friends there. The people down there do not seem to remember always that I have ceased to be their immediate representative.

Senator TELLER. They still call on you?

Mr. SLAYDEN. Yes. It is a matter of personal friendship more than anything else.

Senator TELLER. What do you know about the game down there?

Mr. SLAYDEN. I was told by Mr. Galan, a son of the former governor and the owner of a large ranch in this vicinity, that the game was very abundant. I covenanted with him to go down there on a shooting expedition. He is to be in Washington to-morrow.

Senator TELLER. Will he stop over here?

Mr. SLAYDEN. He is going to stop over; yes.

Senator TELLER. Will you see him?

Mr. SLAYDEN. Yes; I am interested with him in a mining matter.

The CHAIRMAN. He knows about this particular land, does he?

Mr. SLAYDEN. He was born and raised in that vicinity, and owns a ranch there now.

The CHAIRMAN. We would be glad if he would come here and tell us what he knows of that property.

Mr. SLAYDEN. Then I will request Mr. Galan to come here to-morrow morning.

The CHAIRMAN. We shall be in session from half past 9.

Mr. SLAYDEN. If his train arrives in the forenoon, as I believe it will, I will see him and request him to come up here.

Senator DUBOIS. Do you know anything about Mr. Bentley?

Mr. SLAYDEN. I never heard of him until a few days ago.

Senator TELLER. You can call for Father Ketcham if you wish. He knows something about Bentley. I should like Father Ketcham to come. He had an interview with the Commissioner. I have a copy of a letter that was written to him by Father Andrew, down there, a Catholic priest. Father Andrew took pains to go down to Mexico, as shown by his letter.

COMMITTEE ON INDIAN AFFAIRS,
UNITED STATES SENATE,
Washington, D. C., March 31, 1906.

STATEMENT OF MR. ANDRES GARZA GALAN.

Senator TELLER. Where do you live, Mr. Galan?

Mr. GALAN. In Mexico.

Senator TELLER. In what part of Mexico?

Mr. GALAN. In Monterey and Muzquiz; my estates are at Muzquiz.

Senator TELLER. Do you know the land that has been bought recently by the Kickapoo Indians in that neighborhood?

Mr. GALAN. Yes.

Senator TELLER. What is the character of the land—what kind of land is it?

Mr. GALAN. It is agricultural land to a certain extent, and grazing land. The place is part of an old hacienda or estate which belonged to one man and then was divided. I believe that the part which the Kickapoos bought was one-third or one-fourth of the hacienda. I am not sure, but I think it must amount to about 2,000 hectares.

Mr. SLAYDEN. That is, about 5,000 acres.

Senator TELLER. How much of it is agricultural land?

Mr. GALAN. It must be about a third of the whole property, I suppose.

Senator TELLER. Do you mean of the 5,000 acres?

Mr. GALAN. No, of the whole property.

Senator TELLER. One-third of the whole estate is agricultural land?

Mr. GALAN. Yes; and the whole property must be about fifteen or twenty thousand acres.

Mr. SLAYDEN. Senator Teller wanted to know what part, what percentage, of the land bought by the Kickapoos is agricultural land—probably?

Mr. GALAN. I think about one-third of the 5,000 acres.

Senator TELLER. Have they any water rights with this land?

Mr. GALAN. They have a water right from the Government. The water is got from the Sabinos River.

Senator TELLER. Does that go with the land?

Mr. GALAN. Yes.

Senator TELLER. Is that an agricultural country—when they have water?

Mr. GALAN. Yes.

Senator TELLER. How is the pasture land?

Mr. GALAN. It is good pasture land.

Senator TELLER. What is the climate?

Mr. GALAN. The climate is good; just like it is in Texas.

Senator TELLER. What do they raise?

Mr. GALAN. Corn, wheat, sugar cane, beans, alfalfa, barley, oats.

Senator DUBOIS. Vegetables?

Mr. GALAN. Yes.

Senator TELLER. Garden stuff?

Mr. GALAN. Yes.

Senator DUBOIS. Fruits?

Mr. GALAN. Yes; all kinds of fruits.

Senator DUBOIS. Berries and small fruits?

Mr. GALAN. Yes.

Senator TELLER. How long have you been acquainted with that land?

Mr. GALAN. I was born there.

Senator TELLER. Born in that neighborhood?

Mr. GALAN. Yes.

Senator TELLER. Where do you reside now?

Mr. GALAN. In Monterey, Mexico.

Mr. SLAYDEN. Pardon me for making an explanation. Mr. Galan's residence is in the city of Monterey, and he has this estate in the vicinity of Muzquiz, and spends a good part of his time there. I believe you vote in Muzquiz, do you?

Mr. GALAN. Yes.

The CHAIRMAN. Do you know anything about these Kickapoos down there?

Mr. GALAN. Yes; I see them there very frequently.

The CHAIRMAN. How are they getting along there?

Mr. GALAN. They seem to be getting along nicely. They do not have any trouble with anybody. I never heard of any trouble.

The CHAIRMAN. How near is your place to this land that they bought?

Mr. GALAN. It is adjoining. In fact, I was going to get the land myself.

Mr. SLAYDEN. He wanted to buy the land himself.

The CHAIRMAN. What is it worth?

Mr. GALAN. I believe that unless I explain to you the division of the land you would not understand. It is divided into thirty days of water, and the price of the land—of this particular property—is three or four thousand dollars (in Mexican money); that is, the price of the water. I believe they bought it at that price. That is my impression.

Senator DUBOIS. With you in Mexico the land goes with the water. It is different in our country.

Mr. GALAN. Yes.

The CHAIRMAN. I should like to know what the land which they bought is worth?

Mr. GALAN. I would buy it at the same price.

The CHAIRMAN. Do you know how much it cost?

Mr. GALAN. The amount that they paid?

The CHAIRMAN. Yes; do you know how much they paid?

Mr. GALAN. I understand \$20,000 or \$21,000.

The CHAIRMAN. And you think it is worth that?

Mr. GALAN. Yes.

Senator TELLER. You contemplated buying the same piece?

Mr. GALAN. Yes; I would buy it now if I could get it.

Senator GAMBLE. When you say \$20,000 or \$21,000, do you mean Mexican money?

Mr. GALAN. Yes.

The CHAIRMAN. Your family owned this land once, did they not?

Mr. GALAN. Yes; it was divided into two lots. One I had, and the other was given to the one that sold it.

The CHAIRMAN. Do you know anything yourself about the title of the property?

Mr. GALAN. Yes; I hold part of the title.

The CHAIRMAN. And you think the title is good?

Mr. GALAN. I think so.

Senator GAMBLE. Has any question ever been raised in regard to the title?

Mr. GALAN. No, sir; as I say, I own a part of the property.

The CHAIRMAN. Each part comes through the same title?

Mr. GALAN. Yes.

Senator SUTHERLAND. Each formed part of the original estate?

Mr. GALAN. Yes.

Senator TELLER. Do you know how many Kickapoo Indians are down there?

Mr. GALAN. I do not know, but I suppose 50 or 60 or somewhere near there.

Senator TELLER. Have they been doing any farming down there?

Mr. GALAN. Not until they acquired the property.

Senator TELLER. What time of year do you begin your farming down there—in the spring?

Mr. GALAN. In March and April.

The CHAIRMAN. Is the water system there an artificial irrigation plant?

Mr. GALAN. Yes; it is derived from the Sabinas.

The CHAIRMAN. The plant is there and the works are there?

Mr. GALAN. Yes, and the dam.

The CHAIRMAN. So that they could go right on and use it now?

Mr. GALAN. Yes; of course.

Senator TELLER. Is it an old ditch?

Mr. GALAN. Yes.

Senator TELLER. Do you know how long this country has been settled; how long people have been farming in that vicinity?

Mr. GALAN. My grandfather did farming there about a hundred years ago.

The CHAIRMAN (to Commissioner Leupp). Would you like to ask him any questions, Mr. Leupp?

Commissioner LEUPP. Yes. (To Mr. Galan.) Do you know whether this property has been paid for yet?

Mr. GALAN. No, sir.

Commissioner LEUPP. You mean that you do not know?

Mr. GALAN. I do not know.

Commissioner LEUPP. What is the character of the land that is not farming land?

Mr. GALAN. It is one of the best lands in Mexico for grazing purposes.

Commissioner LEUPP. Is any of it timbered land?

Mr. GALAN. On the sides of the river.

Commissioner LEUPP. But no spreading forests?

Mr. GALAN. No; it is considered the best land for cattle.

Commissioner LEUPP. That is, simply as grazing land?

Mr. GALAN. Yes.

- Commissioner LEUFF. Not for natural hay?
- Mr. GALAN. Yes.
- Commissioner LEUFF. Does natural hay grow there also?
- Mr. GALAN. Yes.
- Commissioner LEUFF. Have cattle been raised there to any large extent before?
- Mr. GALAN. I have some cattle there.
- Commissioner LEUFF. You have them on the Kickapoo land?
- Mr. GALAN. No; on my ranch.
- Mr. SLAYDEN. The adjacent ranch.
- Commissioner LEUFF. Have these Kickapoos any cattle there now, do you know?
- Mr. GALAN. I do not know.
- Senator TELLER. Do cattle ranch there all winter, or do you have to take your cattle in and feed them all winter?
- Mr. GALAN. They run in the fields all winter.
- Senator TELLER. Are there any forests in that neighborhood at all?
- Mr. GALAN. None, except on my ranch.
- Senator TELLER. Is there game in the mountains—birds, etc.?
- Mr. GALAN. Yes.
- Senator TELLER. What kind of game?
- Mr. GALAN. Bear, mountain lion, and deer, and birds.
- Senator TELLER. What kind of game birds are there there?
- Mr. GALAN. Wild turkey and quail and duck.
- Senator TELLER. How big a stream is the Sabinos?
- Mr. GALAN. The Sabinos River is—I can tell you the amount of water in cubic meters.
- Senator TELLER. Give us that.
- Mr. GALAN. It is about 85 cubic meters.
- Senator TELLER. This dam you speak of is simply a diversion dam, I suppose?
- Mr. GALAN. Yes.
- Senator TELLER. To turn the water into the ditch?
- Mr. GALAN. Yes.
- Senator TELLER. About how wide would the stream be in an ordinary season?
- Mr. GALAN. It would be about 60 feet across.
- Senator TELLER. And how deep would it be? I am not speaking of flood time, but of an ordinary time.
- Mr. GALAN. In an ordinary time you could hardly tell but what it is a torrential stream. In some places a meter or two, and then again three, or four, or five.
- Senator TELLER. You are not speaking of feet, but of meters?
- Mr. GALAN. Of meters.
- Senator TELLER. Do you know the property of the Piedra Blanca Cattle Company?
- Mr. GALAN. Yes.
- Senator TELLER. How far is that from where these Kickapoos are now located, and from your ranch?
- Mr. GALAN. Very far. I can not tell you exactly, but it is from 160 to 200 miles, I suppose.
- Senator TELLER. What is the character of the country over there, and the character of that ranch?
- Mr. GALAN. For stock?
- Senator TELLER. Yes.
- Mr. GALAN. Good. It has plenty of water and hay; mountain streams of water.
- Senator TELLER. It is a good place to raise cattle?
- Mr. GALAN. Very good.
- Senator TELLER. Are there any cattle on it now?
- Mr. GALAN. Yes.
- Senator TELLER. Do you know the extent of that property?
- Mr. GALAN. No, sir; but it is an extensive property.
- Senator TELLER. You do not know the number of acres or hectares?
- Mr. GALAN. No.
- Senator TELLER. Who owns that property now?
- Mr. GALAN. The company itself.
- Senator TELLER. The company I named?
- Mr. GALAN. Yes.
- Senator TELLER. Are they Americans?
- Mr. GALAN. Yes.
- Senator TELLER. What are cattle worth down there in the neighborhood in which you live, or rather where these Kickapoos have gone?
- Mr. GALAN. What kind of cattle?

Senator TELLER. The cattle on your ranch.

Mr. GALAN. Steers or cows or what?

Senator TELLER. Well, take steers and take cows.

Mr. GALAN. A cow is worth from thirty to thirty-five dollars.

Senator TELLER. In Mexican money?

Mr. GALAN. Yes.

Senator TELLER. What is a steer worth?

Mr. GALAN. Thirty-five to forty dollars.

Senator TELLER. You say that that is a good cattle country?

Mr. GALAN. Yes.

Senator TELLER. There is plenty of feed for cattle?

Mr. GALAN. Yes.

Senator TELLER. What are horses worth there? I mean just such horses as you raise on a ranch—common horses.

Mr. GALAN. Twenty-five dollars, I guess.

Senator TELLER. Is there any difference in price between what you call a Mexican horse and an American horse, down there?

Mr. GALAN. Yes.

Senator TELLER. Which is the highest in price?

Mr. GALAN. The American horses are the highest.

Senator TELLER. They are a better kind of stock?

Mr. GALAN. They are stronger.

Senator TELLER. They are bigger?

Mr. GALAN. Yes.

Senator TELLER. Everybody understands that these ponies are very different from team horses—either carriage teams or plow teams.

(Subsequently, at the close of the statement of Mr. Theodore Harris, the following proceedings took place:)

Senator TELLER. I do not think I asked Mr. Galan about Mr. Bonnet.

The CHAIRMAN. No.

Senator TELLER (to Mr. Galan). Do you know Mr. Bonnet?

Mr. GALAN. Yes, sir.

Senator TELLER. How long have you known him?

Mr. GALAN. Since I was a child.

Senator TELLER. What is his reputation down there?

Mr. GALAN. I am a friend of him.

Senator TELLER. Do you consider his reputation good?

Mr. GALAN. Yes.

Senator TELLER. Do you consider him an honest man?

Mr. GALAN. Yes.

Mr. LEUPP. Do you know the cashier of his bank?

Mr. GALAN. No, sir; I have been to the bank, but I do not know him. I have seen him there.

Senator SUTHERLAND. Have you ever heard Mr. Bonnet's character talked about or questioned?

Mr. GALAN. No, sir; but it may be that the opinion I give may be considered partial.

Senator SUTHERLAND. Because he is your friend?

Mr. GALAN. Yes.

The following letter subsequently received by Hon. Henry M. Teller from Mr. Galan is ordered inserted in the record of the proceedings:

THE NEW WILLARD,
Washington, D. C., April 1, 1906.

HON. HENRY M. TELLER,
United States Senate.

MY DEAR SENATOR: Since giving my testimony yesterday before the committee, where you interrogated me, it has occurred to me that my statement in relation to the number of Kickapoo Indians might not be understood as I intended. In our country in speaking of the number of persons in a colony or community it is usual to refer to them as heads of families, and what I intended to say was that there were 50 or 60 families of the Oklahoma Kickapoos, and I ask that the record be corrected so to read.

In connection with the Kickapoos I desire to state that my father was the commanding officer of the forces during the war with the Comanche and Apache Indians when they were driven from the State of Coahuila in 1880. Those Indians were fierce and murderous, and very unlike the Kickapoos, who were the advance guard of our army. They proved to be reliable men of great cunning and, I think, of courage equal to any

type of men, and they, by reason of these merits, were then and are now highly respected by our people.

Referring to Mr. Bentley, had I been questioned at the hearing I should have been glad to have said that he is well and favorably known in our State, and that there is correspondence in my desk at Monterey from Mr. Bentley asking the price of some valuable lands that I own near Muzquiz, Mexico, and to my personal knowledge he has persistently sought to acquire title for these Indians to some of the best properties in the State; and assuring your committee that any information I may have will be cheerfully given, I am,

Very respectfully,

A. GARZA GALAN.

COMMITTEE ON INDIAN AFFAIRS, UNITED STATES SENATE,
Washington, D. C., March 31, 1906.

STATEMENT OF MR. THEODORE HARRIS.

Senator TELLER. Where do you live?

Mr. HARRIS. At San Antonio, Tex.

Senator TELLER. What is your occupation?

Mr. HARRIS. I am an attorney.

Senator TELLER. Do you know the property of the Piedra Blanca Cattle Company in Mexico?

Mr. HARRIS. Yes.

Senator TELLER. Of what does it consist?

Mr. HARRIS. They have a little over 200,000 acres of land, and they have at present about 20,000 head of cattle on it.

Senator TELLER. Do you call that a good cattle country?

Mr. HARRIS. A first-class cattle country; yes.

Senator TELLER. Do you know the value of cattle over there on that ranch?

Mr. HARRIS. Mr. Galan stated correctly, as I understand it, about \$30 to \$35 for steers.

Senator TELLER. American horses would bring more than Mexican?

Mr. HARRIS. Yes.

Senator TELLER. They do that in Texas?

Mr. HARRIS. Yes.

Senator TELLER. You say that they have 20,000 head of cattle?

Mr. HARRIS. Yes. They are all improved cattle, too.

Senator TELLER. What are they—white face?

Mr. HARRIS. They are Herefords.

Senator TELLER. Where is the headquarters of that company?

Mr. HARRIS. I presume the office would be in San Antonio, Tex.

Senator TELLER. Do you know the president of the Border National Bank, at Eagle Pass, Tex.—Mr. Bonnet?

Mr. HARRIS. I have met him; I do not know him well.

Senator TELLER. Do you know anything about his character, by reputation?

Mr. HARRIS. He has a good reputation.

Senator TELLER. Do you know whether he has lived there some time or not?

Mr. HARRIS. I think he has lived there quite a number of years.

Senator DUBOIS. Do you know anything about the Kickapoo Indians?

Mr. HARRIS. No; I have seen them there, but do not know anything about them. I have been down in that country a good deal.

Senator TELLER. Have you been over in that section?

Mr. HARRIS. No; but about 20 miles south of it.

Senator TELLER. Do you call that a good country?

Mr. HARRIS. Yes; it is a first-class country.

Senator SUTHERLAND. Are you pretty well acquainted with the place where Mr. Bonnet lives?

Mr. HARRIS. Eagle Pass? No; I know several people there, but not intimately. I just pass through there and stop at a hotel on my way to Mexico.

Senator SUTHERLAND. You say he has a good character. How did you learn that—in what way?

Mr. HARRIS. I have heard Mr. Bonnet discussed down there by the people in a general way. His bank has a good reputation.

Senator SUTHERLAND. Discussed by the people where.

Mr. HARRIS. At Eagle Pass, coming back and forth on the train, and we know of him in San Antonio.

Senator SUTHERLAND. How long has he lived there?

Mr. HARRIS. I do not know, but I think quite a number of years; perhaps ten or fifteen years, though I can not testify as to that.

Senator SUTHERLAND. When the matter has been discussed have there been any conflicting ideas about his character?

Mr. HARRIS. I never heard of any.

Commissioner LEUFF. Do you know the cashier of that bank?

Mr. HARRIS. I do not remember his name, but I have met all the bankers.

Commissioner LEUFF. You do not know the cashier personally?

Mr. HARRIS. What is his name?

Commissioner LEUFF. I can not recall.

Mr. BENTLEY. His name is Fennell.

Mr. HARRIS. No; I do not know him at all.

(Adjourned.)

COMMITTEE ON INDIAN AFFAIRS, UNITED STATES SENATE,
April 4, 1906.

STATEMENT OF HON. RICHARD F. PETTIGREW, FORMER UNITED STATES SENATOR
FROM SOUTH DAKOTA.

The CHAIRMAN. The committee will be glad, Senator Pettigrew, if you will be good enough to give them such information as you have regarding the Kickapoo Indians who moved down to Mexico.

Mr. PETTIGREW. I have come here, Mr. Chairman and gentlemen, at the request of Senator Teller, who asked me last evening if I would come before the committee and make a statement with regard to the matter of these Kickapoo Indians, as I had, some years ago, while chairman of this committee, looked somewhat into their affairs.

These Kickapoos came here represented by Mr. Bentley. He interested me to the extent of looking him up and looking up the Kickapoos. I found from their history that they had been Mexican Indians, having gone to Mexico in 1824 and having been brought back to the United States and to the Indian Territory when Texas was admitted to the Union.

When the civil war broke out they went back to Mexico. All other Indians joined the Confederate forces, but the Kickapoos went to old Mexico.

After the civil war they made continuous raids upon American territory, killing people and carrying away property, and finally the Government sent troops and brought them by force to the Indian Territory. That was in 1874.

These Kickapoo Indians have never been satisfied here. When the matter of these people came before us, some time in the nineties, they refused to do anything that the Government wanted them to do. They would not take lands, nor would they take the money in the Treasury that belonged to them, and they insisted that they would not have allotments. One, I think, of the Indians themselves, who were here (and I met one of them in Washington the other day, who was here then), said that they would not take this money in the Treasury because it was land money, and that they never had agreed to sell their land, and yet the Government had taken it away from them; that they considered that money to be sacred money, and that they wanted it to buy land with, if they were to take it. I then tied the money up in the Treasury, providing that they should have the interest on it and not the principal. That was what they wanted. Afterwards they came before the committee and said that they wanted to go to Mexico, that they talked the Mexican language, the Indian language, and that they preferred to live in Mexico.

After talking with those Indians somewhat, I made up my mind that the best thing for them to do was to go to Mexico, and I advised them to do so, and I told them that if I were here when they were ready to go, I would do all I could to help them get the money that was in the Treasury of the United States belonging to them, to help them to get a start in Mexico, and that it would be best for them to become citizens of Mexico if they wanted to do so. The Indian that is here now remembered that, and when I was here about two weeks ago he came to where I was stopping and called my attention to it and wanted me to help him if I could. However, I decided not to bore the committee with my statement, until Senator Teller came to me and made this request.

At the time I speak of, when taking up the matter of these Indians, I looked up Mr. Bentley. These Kickapoos, up to that time, had never done anything. He

was appointed special agent and had charge of them. He had succeeded in gaining their confidence and had got them to take allotments and begin to do something in the way of settling down.

Senator CLARK, of Wyoming. How is a special agent appointed? Is he appointed for one particular purpose?

Senator TELLER. Mr. Bentley was special agent for this one particular tribe.

Mr. PETTIGREW. He was special agent for this particular band.

I wrote to a good many people that I knew in that country with regard to Mr. Bentley, at that time, and every report that I got was exceedingly favorable. That good impression has continued. I believe the only offense he has committed that the Department objects to is that he has gained the confidence of these Indians. But, I believe he is giving them an absolutely square deal. That is my opinion with regard to it, although I have no interest in the matter whatever.

Senator TELLER. You spoke of those Kickapoos raiding our border. Are you acquainted with the circumstances which brought that about—when they were fleeing from Texas?

Mr. PETTIGREW. Yes. When the rebellion broke out they started for Texas, their old home. They went to Texas first in 1824, and they took up a location on the western border of the settlements of Texas, and the people of that locality were in favor of their remaining there because they thought they would be a shield against the more hostile Indians of the plains. However, a troop of confederate cavalry came along, and inasmuch as these Indians had very good horses, the confederates thought these horses would be more valuable to the confederacy than the Indians would, and they attacked the Indians in order to get the horses. However, the Kickapoos whipped the confederates. Then they went away; and they burned and raided all the way along, and they continued that all the time up to 1874. They considered that they were entitled to do it because of being attacked by the white people.

I know something of the country in which they have located in Mexico. It is a very fertile country. I do not know the particular track of land that they have, but I know, generally, that country. If they have water they can produce everything in great profusion.

Senator CLARK, of Wyoming. How many of them are there?

Mr. PETTIGREW. I do not know how many of them there were that wanted to go to Mexico. There are several hundred in the whole tribe.

Senator TELLER. A gentleman from Mexico said the other day that there were fifty or sixty, but he sent us a note afterwards to say that he meant fifty or sixty families. He said that they always speak in that country of heads of families, when speaking of colonies.

Senator DUBOIS. When was your attention first called to these Kickapoos?

Mr. PETTIGREW. I am not very sure about it, but if my memory serves me correctly it was about 1893, I think. It might have been a little later than that, but that is my impression.

Senator DUBOIS. They wanted to go to Mexico then?

Mr. PETTIGREW. Yes. Well, it was the next year or two after that, that I first learned that they wanted to go to Mexico and I advised them to go.

Senator DUBOIS. Mr. Bentley was connected with them then?

Mr. PETTIGREW. Yes. The first that I knew anything of them, Mr. Bentley was here with them, representing them.

Senator LA FOLLETTE. How do they hold the land on which they are located in Mexico now?

Mr. PETTIGREW. I do not know. They want to hold the land in common, and I think they hold it that way, the land that they are on now. They always wanted to hold their land in common.

Senator LA FOLLETTE. Have they purchased the land they hold in Mexico?

Mr. PETTIGREW. All I know is what this Indian John (Johnny Mine) told me. He said that they had purchased this land in Mexico but that they have been looking at another tract farther up the Rio Grande River where they could get enough land to assemble all their people and where there was good hunting and fine grazing, as well as good agricultural land, besides some mountains, etc.—about a million acres, I think, altogether.

It has been very difficult, as you know, to get the Indians of the Indian Territory to surrender ownership in common, and they make an argument pretty hard to answer in favor of it as a universal rule for all mankind. They argue that private ownership is wrong. They make the regular argument which seems to be a natural one to these natural men, that water, air, and land ought not to be subject to private ownership.

Senator TELLER. That it belongs to every man who wants to use it?

Mr. PETTIGREW. Yes.

The CHAIRMAN. Is there anything more you wish to say?

Mr. PETTIGREW. I do not know of anything more. This matter has been before you gentlemen and you have, of course, been looking into it. I have not given any attention to it of late.

COMMITTEE ON INDIAN AFFAIRS, UNITED STATES SENATE,
Washington, D. C., April 4, 1906.

STATEMENT OF MR. WALTER S. FIELD.

Senator TELLER. Do you know anything about the Kickapoo Indians?

Mr. FIELD. Yes, sir; something.

Senator TELLER. What have been your opportunities for observation and obtaining knowledge regarding these Indians? You may proceed in your own way, without formal questions.

Mr. FIELD. I went to Oklahoma City in 1889, at the time of the opening of Oklahoma Territory, and those Indians were located immediately on the eastern border of Oklahoma County, on their reservation, at that time. The first time that they were called to my attention was when the judge of the district court sent for me one day—

Senator TELLER. Are you a lawyer?

Mr. FIELD. Yes. The judge was an old friend of mine, from Wisconsin. I went into court and saw that they had some 30 Kickapoo Indians before the bar, charged with introducing liquor into the Indian country. In view of the fact that they constituted about half of the male adults of the tribe, the judge seemed to think that it was probable they were not guilty. None of them spoke English, but they had a white interpreter, and he said that they wanted to plead guilty.

The judge asked me to defend these Indians. I talked the matter over with them as well as I could and found that they did not want to plead guilty at all, but were all the time protesting their innocence.

The matter went over the term, and finally the prosecuting attorney dismissed the prosecution. When I came to investigate the matter it seemed that the marshals had been into their country hunting, and had killed deer, etc., and the Indians had protested stoutly against it, and in order to get square with them they had brought them in there before the court and charged them with introducing whisky. After that I saw them very frequently, and befriended them as well as I could on occasions in that country.

Senator TELLER. You had no official relation with them?

Mr. FIELD. No, sir.

Senator TELLER. Do you know Mr. Bentley?

Mr. FIELD. Yes.

Senator TELLER. Was he the agent at that time?

Mr. FIELD. No. The agent then was a man by the name of Patrick, who is the foster father of Mr. Thackery, the present agent.

Senator TELLER. Please tell the committee what their condition was.

Mr. FIELD. At that time?

Senator TELLER. Yes; when you first knew them.

Mr. FIELD. They were, every one of them, blanket Indians. None of them spoke English except one, a brother of this Johnny Mine, who is here. His name was Panowa. He is dead now.

Senator TELLER. Were they doing any farming?

Mr. FIELD. Well, yes; a few of them; probably one-half of them at that time had good houses, good reasonable houses for Indians in their circumstances. Probably a dozen or fifteen had peach orchards, and an average to each family of, I should say, 10, 15, or some of them 20 acres. This was before the proposition for allotment. It was prior to the making of the treaty.

Senator TELLER. They were living on their lands in common?

Mr. FIELD. Yes, sir.

Senator TELLER. Do you know anything about how they felt about the treaty, and their general disposition toward receiving allotments of land, etc.?

Mr. FIELD. Yes, sir; I was present one day, during the time that the treaty was being considered. Only one man voted for the treaty. It was done by a division. Those in favor of it were to walk over and take their stand on one side of a line, and

those against it on the other. One man, a Pottowatomie, intermarried into the tribe, voted for the treaty.

Senator TELLER. That was all?

Mr. FIELD. Yes.

Senator TELLER. That was the treaty for allotment?

Mr. FIELD. That was the treaty for allotment.

The CHAIRMAN. Was that treaty reported as adopted by the Indians—and what treaty was that?

Mr. FIELD. That was the treaty under which this land was allotted, but it was made in this manner: A delegation was selected to come to Washington for the purpose. The Indians said that they (the delegation) should protest against the making of the treaty. When they got here they signed a paper that was misinterpreted to the one Kickapoo who came. One Kickapoo came, and two white men, as representing the Kickapoo tribe. One was an interpreter, who was an intermarried Frenchman; the other was a man who had never been connected with the tribe at all in any manner, a man named John T. Hill, who was afterwards allotted with the Kiowas and Comanches.

The CHAIRMAN. How long ago was this?

Mr. FIELD. It was in 1891.

Senator SUTHERLAND. You say the paper was misinterpreted—where did you get that information from?

Mr. FIELD. From the interpreter himself. He will say, if questioned, that he was given \$500 for misinterpreting the treaty.

Senator CLARK, of Wyoming. Who was interested in that—a white man?

Mr. FIELD. The man Hill, John T. Hill, it is ordinarily said.

Mr. BENTLEY. The treaty provided that this man Hill should be paid \$5,000, and it was to his interest to get it through.

Mr. FIELD. He was paid \$500 in cash, and was to get \$5,000 from the proceeds of the sale of the surplus land.

Senator CLARK, of Wyoming. Who made this agreement with him?

Mr. FIELD. That I could not say.

Senator CLARK, of Wyoming. Whose agent was she—who was to pay him this \$5,000?

Mr. FIELD. This \$5,000 was to be paid out of the funds derived from the sale of the lands, and that agreement was with the Jerome commission.

Senator DUBOIS. Who appointed these commissioners?

Mr. FIELD. They were appointed by the President.

Senator DUBOIS. At whose request?

Mr. FIELD. They were appointed for the purpose of making treaties with various Indian tribes.

Senator TELLER. The commission was called the Jerome commission.

Senator CLARK, of Wyoming. What I want to know is, who was interested in getting this done?

Mr. FIELD. John T. Hill.

The CHAIRMAN. And he got up the prior agreement in his own interest?

Mr. FIELD. He goes to these men and says—

The CHAIRMAN. To what men?

Mr. FIELD. To the Jerome-Sayers Commission. There were three men. They agreed that if he would get this treaty they would pay him that much.

The CHAIRMAN. They were appointed by the President?

Mr. FIELD. Yes.

Senator CLARK, of Wyoming. It is a novel idea to me that the Government should pay \$5,000 to get this done.

The CHAIRMAN. But Hill's idea was that he would get the Indians to pay him the \$5,000.

Mr. FIELD. This same man got an allotment of land in the Comanche country for the same services.

Senator TELLER. The idea was that the salvation of the Indians depended on this allotment of land.

Senator CLARK, of Wyoming. I did not want to stop the chairman's questions.

Senator CLARK, of Montana. You wanted to get at the motive of this matter.

Senator CLARK, of Wyoming. No; I wanted to get at the men, either the officers of the Government or anybody else, who were willing to give a man \$5,000 to negotiate a treaty.

The CHAIRMAN. He undoubtedly got the officers into the belief that the Indians wanted this treaty made.

Senator CLARK, of Wyoming. I can not understand why the Government agreed to do this.

The CHAIRMAN. But they did not agree, ostensibly. The Indians agreed ostensibly.

Senator LA FOLLETTE. Had not the Government adopted it as a policy at that time to get these lands allotted whenever they could?

The CHAIRMAN. Yes.

Senator LA FOLLETTE. That was the policy at that time with respect to all Indian lands.

Senator TELLER. It was a common thing fifty or seventy-five years ago that when treaties were to be made with Indians, one thousand dollars, or two thousand, or three thousand, would be paid, and concessions made to the headmen.

Senator GAMBLE. The pay went to the headmen?

Senator TELLER. Yes.

Senator CLARK, of Wyoming. I can understand that.

Mr. BENTLEY. The Kickapoos never voluntarily agreed to this, but were hoodooed into it.

Mr. FIELD. Immediately after the treaty was signed here in Washington, or at any rate shortly afterward, an allotting agent was sent west for the purpose of allotting land.

There had never been a trader's store on the Kickapoo reservation until then. One was then started and credit was given to the Indians.

The Indians then, with the exception of 89 or 90 of them, got up and went into the northern part of the reservation, into the poor land, to avoid allotment, and there they remained until they were taken off by Mr. Bentley. They were camped upon school lands—lands that had been given to the Territory as school lands. Those lands had been leased by the governor, and he was calling on the Secretary of the Interior to get the Indians off, so that he could fulfill the provisions of the lease.

The Indians refused to move, and finally the Secretary of the Interior asked for a company of soldiers to put them off. He called upon the War Department for that purpose.

It was at that time that the governor of the Territory conceived the idea of getting a delegation to come to Washington with the view of getting an amicable settlement. That delegation came and I came with them, and after considerable difficulty succeeded in getting President Cleveland to understand the situation, and he agreed to appoint a special agent for them. They had been turned down by the Indian Office, turned out of the office.

Senator TELLER. That is, the Indian Office would not treat with these Indians?

Mr. FIELD. It would not treat with them. And the man with whom they were boarding was told flatly to turn them into the street. President Cleveland took a broader view of the matter, and told them that he would appoint whom they chose for special agent. They chose Mr. Bentley.

Mr. Bentley's appointment was for the purpose of locating the Mexican Kickapoos upon their allotments. At that time the Kickapoos, the majority of them, were without equipment of any kind, absolutely penniless, or practically penniless. Mr. Bentley took them and put each of them on his allotment, and in two or three years they were self-sustaining.

Senator TELLER. Was Mr. Bentley here with you?

Mr. FIELD. He came here soon afterwards about a matter of right of way.

Senator TELLER. He was then connected with a railroad company?

Mr. FIELD. Yes. I do not know what he was considered, but he was then confidential man for President Gowan, of what was then the Choctaw, Oklahoma and Gulf Railroad. It is the same railroad that runs through the coal fields of the Indian Territory.

Senator SUTHERLAND. Is that the same railroad that Henry Wood was general manager of?

Mr. FIELD. Yes.

Senator CLARK, of Wyoming. The Rock Island road?

Mr. FIELD. The Rock Island road now.

Senator TELLER. Then all these Indians returned?

Mr. FIELD. They went down upon their allotments, all the time protesting that it was contrary to the will of the Great Spirit, and that they knew that, as a consequence, misfortune would come upon them. Mr. Bentley finally persuaded them to go, they constantly insisting that they were going back to Mexico at the first opportunity. They consented to go upon the allotments, only with the understanding that they were going to Mexico just as soon as they could get money enough, and Mr. Bentley told them that their best way to get money would be to comply with the requirements of the Government, go upon their allotments and do the best they could, and put themselves in the position of being sensible, friendly men, instead of belligerents.

They went on the land and went to work earnestly, and in four or five years they had more cultivated fields and were in better condition than any Indian tribe I have ever known—better than the Five Civilized Tribes immediately adjoining. Mr. Bentley seemed to have a great deal of sympathy for them, and handled their affairs in a totally

different manner from what Indian officers usually do. He had no office; the Government allowed him no office rent and no clerk. His office was on horseback or in a buggy, or on foot, just as it happened to be, and he put in his entire time with them, from camp to camp.

About 1898 they had quite an epidemic of smallpox in that country. The Sac and Foxes, who adjoined them on the east and north, took the smallpox. At this time the Big Jim Shawnees were, by request, under Mr. Bentley, also, with the Kickapoos. About one-half of one band of the Sac and Fox Indians died of the smallpox. The Government had made a special appropriation amounting to a large sum to care for them. Of the Kickapoos only one died, and there was no appropriation at all for that tribe. This one Indian who died had passed the critical stage of the illness, and insisted on going down to the river and breaking the ice and taking a bath, and a day or two afterwards he was dead.

Mr. Bentley put in his whole time at the camps during this period, and gave them constant attention. There was no reason why they should have got through as they did except for the care given them by him.

I understand that the statement has been made that Mr. Bentley's financial condition was not good.

Senator TELLER. What do you say about that?

Mr. FIELD. I think the authorities know better; because at one time during last summer one of the special agents went to Mexico to make a payment of \$2,000 or \$3,000 to the Kickapoos. When he got over there he found that his checks were not any good in that foreign country and he appealed to Mr. Bentley.

Senator CLARK, of Wyoming. Where was Mr. Bentley then?

Mr. FIELD. In Muzquiz, Mexico.

Senator GAMBLE. Were you there at the time?

Mr. FIELD. No, sir; but I was there about a week later, and I heard of it then.

Senator TELLER. I think the reports here show that.

Mr. BENTLEY. No, Senator, they do not show it.

Mr. FIELD. The agent appealed to Mr. Bentley to help him out. Mr. Bentley said, "If you will pay for a telegram to the Border National Bank, Eagle Pass, Tex., I will get you the money." Mr. Bentley did send a telegram to the Eagle Pass bank, and next morning the money came.

Senator SUTHERLAND. How much money was it?

Mr. FIELD. I do not know.

Mr. BENTLEY. It was \$2,000.

Mr. FIELD. Mr. Bentley took the checks and put them in the bank.

Senator TELLER. He offset the money he got by the checks?

Mr. FIELD. Yes; and I heard this same special agent in company with a local agent, at one time, about two years ago, state distinctly in my presence that it seemed to him that he was making useless charges when he charged that Mr. Bentley was irresponsible, for he had learned that any bank either in Oklahoma City or in Shawnee would advance him any reasonable amount, either with or without a note or security of any kind.

Senator SUTHERLAND. Who said this?

Mr. FIELD. This same special agent.

Senator TELLER. Mr. Dixon.

Mr. FIELD. Mr. Dixon, who made the report as to Mr. Bentley that he was irresponsible.

Senator TELLER. You say you have been down in that country?

Mr. FIELD. Yes; I have been there before. I was there in March, and again in August and September.

Senator TELLER. State under what circumstances you went there, and what you found out about the Indians.

Mr. FIELD. The first time, in March, I went at the request of the Indians, they saying that they had arranged to buy a tract of land known as Nogalitas, a tract of about 35,000 acres, and that they wanted me to go and see that the title was right and the papers in good shape.

I went down and found that Mr. Bentley and the owners of the ranch had come to an agreement, but that as soon as the agreement was finally reached the Mexican concluded that he wanted more money. I stayed there a week, and during that time the man would each day raise the price by \$2,000 or \$3,000 or \$5,000.

Finally, when Mr. Bentley seemed to have him in a corner where he could not get out, it turned out that there was a joint owner who was living in Canada and could not be reached, and under the laws of Mexico could not make a title when he was away from the country. Consequently the arrangement fell through. That land was across the creek from the place where they now are.

Senator TELLER. Do you know where that piece of property is?

Mr. FIELD. Yes; I looked both pieces over, because Mr. Bentley had the other one in view, the one known as the San Francisco ranch. He had that in view in case the first one fell through.

Senator TELLER. What kind of land was that?

Mr. FIELD. As good land as I have ever seen anywhere—taking the water. If there were no water I think it would be a desert practically, so far as raising crops is concerned.

Senator TELLER. It is an irrigated country?

Mr. FIELD. Yes; although the land raises a very rich quality of grass, a kind of mesquite grass. That was in March and I saw taken out of this Nogalitas ranch 1,000 head of cattle (in March, as I say), as fat as any cattle I have ever seen on any ranch in the United States, after they had gone through the winter on that grass.

When I was there in September there was growing on this piece of land that they have now bought a crop of corn as good as any that I have ever seen.

Senator CLARK, of Wyoming. How much of that land is farming land?

Mr. FIELD. The only knowledge I have of it is from observation. I should say, in cultivation, about 1,000 acres. How much wild or grazing land was attached to it I do not know. The water that goes with the land is what runs through a square meter, a hole a meter square—that is, 39 inches—six days in a month, and that under a pressure of 12, or 15, or possibly 20 feet.

The water is evidently ample, under a different style of cultivation, to irrigate much more than they are now irrigating, and I understand that they have the right to irrigate what they can with this water.

Senator TELLER. What is the method of irrigation—do they run it onto the land?

Mr. FIELD. No; they run it in ditches. They plow, however, with an old wooden plow.

Senator TELLER. Two inches deep?

Mr. FIELD. Yes; 2 or 3 inches deep.

Senator CLARK of Montana. Do the Indians follow that method?

Mr. FIELD. No; they take steel plows with them from this country and they are regarded by the citizens there as being rather a respectable class of people, from the fact that they have horses and plows, and the Mexicans are willing to take lessons from them.

Senator CLARK, of Montana. They are introducing a new civilization into the Aztec family?

Mr. FIELD. Yes.

Senator TELLER. Are those people around there Spanish, mostly, or are they Indians—the ancient Indians?

Mr. FIELD. They are nearly all Indians.

Senator TELLER. That is what I understood. The man we had here the other day is a Spaniard [alluding to Mr. Galán]. What is the character of Mr. Bentley for integrity and respectability?

Mr. FIELD. I have never heard Mr. Bentley's character for integrity questioned but once, and that was by the Indian Office at the close of his administration, when they changed the policy down there and put those Indians under a school superintendent. At that time the new man came. And, by the way, he had inherited an opposition to Mr. Bentley, because before those Indians were put in Bentley's charge this man had been a farmer at the agency whence these Indians were taken, and when he came back as agent he evidently inherited his opposition.

Senator TELLER. What is his name?

Mr. FIELD. His name is Thackery.

Senator TELLER. The same man that is there now?

Mr. FIELD. He charged Mr. Bentley with having stolen two or three barrels of lime. I got this from Mr. Jones, the former Commissioner of Indian Affairs, who made this statement to me, that it turned out, after all this fuss, as he put it, that Bentley had, I think, three extra barrels of lime more than he needed and took them back to the man from whom he had bought them and traded them for lumber and put the lumber into the Indian houses he was building. Consequently when the time came to turn over the property that he had in charge there were three barrels of lime on his property list that could not be found, and he charged Bentley with taking them.

Mr. BENTLEY. They tried to prosecute me for this. The United States attorney sought to indict me.

Mr. FIELD. Mr. Jones said, laughingly, that he thought Bentley had better pay for the lime, and Bentley did pay for it, and that ended it.

Senator DUBOIS. Do you know whether these Indians have any superstition against taking land in allotments?

Mr. FIELD. Yes.

Senator DUBOIS. A religious idea that induces them to hold their lands in common?

Mr. FIELD. Yes. They say that they have always been taught by the Great Spirit that the land belongs to Him, and that people must occupy it in common, and that when they undertake to divide it up misfortune is sure to come upon them. Their superstition on that subject is very strong; it is so strong that their reason for not taking the money out of the Treasury that is now due them (about \$33,000) is the fact that it is the proceeds of that land that has been sold.

They were finally convinced that there would be no objection to their taking that money and putting it into other hands; and while Senator Pettigrew was chairman of the Indian Committee of the Senate, at the time these Indians made this visit here, he asked them why they did not take that \$33,000. He said that there was that remnant in the Treasury for them and that they ought to take it and close up the account. They told him that they could not take it, as it was the proceeds of land; that they had no right to take it and eat it up, as the Great Spirit would punish them for doing so. Then Senator Pettigrew suggested that they could take the money and put it into new land, and they agreed to do that. They said they would take it then (at that time) and put the money into a bank and have it draw interest and later buy land in Mexico, but he said, "No; do not do that. I will be here for six years yet, and when you get your location in Mexico and want your money, let me know and I will see that you get your money."

Their opposition extended even to the money. And now that they have gone into Mexico and have taken their title to the land that they have—I understand the title is in Okemah—it is on an understanding with him and among themselves that the land is the property of all of them and that they hold it in common.

Senator TELLER. You get that from the Indians themselves, do you?

Mr. FIELD. Yes. At the visit that I made there in September they held a council meeting—well, they held a council meeting every night for three or four nights—and that was the only subject under consideration—the acquiring of new land and the necessity that it must be acquired in common, and that they must hold it in common and insist that there must be no more allotment, as they put it.

Senator TELLER. A Creek Indian told me yesterday that he had never taken any land. He said they had given him land, but that he had not any land.

Senator DUBOIS. Other Indians have told me that they had not taken their lands.

COMMITTEE ON INDIAN AFFAIRS, UNITED STATES SENATE,
April 4, 1906.

STATEMENT OF MR. MARTIN J. BENTLEY—Resumed.

Senator TELLER. Have you got, Mr. Bentley, the letter you received from Commissioner Jones?

Mr. BENTLEY. In relation to my services, do you mean?

Senator TELLER. Yes.

Mr. BENTLEY. I think you have it, Senator, with those papers I gave you.

Senator TELLER. In my drawer, you think?

Mr. BENTLEY. Yes. That was a letter I received from Commissioner Jones after I went out of the Service.

Senator TELLER. Well, I think I have it. Is there any further statement you wish to make about this matter before the committee?

Mr. BENTLEY. There is one matter, Senator, that I should like to lay before the committee. That is, that the all-important thing to these Indians is the question of being permitted to dispose of their estate in this country, so that they may acquire a place over in Mexico that will be a home for them for all time to come. If they are only permitted to dispose of their land here in pieces, they can not acquire the place they want over there.

I also want to suggest that affiliating with the Kickapoos in Old Mexico are 90 Delawares and about 60 of Big Jim's band of Shawnee. They are the Indians that have been affiliated with and been with the Kickapoos practically since 1824. While they have had different reservations they have intermarried, and if any arrangements are made looking to removal these Indians have agreed to unite and become one tribe, because the Shawnees and Delawares are only remnants and are so few that they do not amount to anything as a tribe by themselves, and they have agreed in council to come together and be one tribe. So that if any legislation is had, it ought to be such as to cover all of these, because if what they have is combined they can accomplish what they want and can acquire the land that they have elected to settle on.

Senator TELLER. These Delawares are the Absentee Delawares, as they are called?

Mr. BENTLEY. Yes. Some of them have been down here for perhaps five years. They are the western or Absentee Delawares allotted near Anadarko.

Senator GAMBLE. A large proportion of these Kickapoos have not accepted the allotments and have refused to do so. What do you know about that?

Mr. BENTLEY. Every Kickapoo Indian while I was agent either leased his allotment or went upon it, and every one of them was identified with his allotment, and every one of them knows where his allotment is, but he does not speak of it as his allotment. If you ask him "Where is your allotment?" he will say "My land is so far from so-and-so," but he has a horror of the word "allotment." If the Government agent asks him "Where is your allotment?" he will say "No allotment." If you ask him is he has got land, he will say "Yes; I lease it."

Senator GAMBLE. This is a matter of which you speak of your own knowledge?

Mr. BENTLEY. Yes.

Senator GAMBLE. And you say that all the Kickapoos and other Indian bands that have gone to Mexico lived on, or became identified with, their allotments in Oklahoma?

Mr. BENTLEY. Absolutely. Every one of them. Of course there are a few that never had an allotment—that were left out.

Senator TELLER. Where are they?

Mr. BENTLEY. They are scattered. Some of them are in Kansas and some in Mexico. Some 30 were left unallotted.

These Indians that I represent never made any treaty. The Government never had any enrollment of them, and all this allotment was done by guess; a good many of them were left out. In fact, there are some Pottawatomies and other Indians down there who were never allotted anything anywhere.

Commissioner LEUPP. Would those Indians who had allotments in Oklahoma and are with you in Mexico, relinquish, for a reasonable price, what they have in Oklahoma?

Mr. BENTLEY. They would relinquish the title for what the lands would actually bring; yes, sir.

Commissioner LEUPP. And would it be of advantage, in your judgment, to have a general item of legislation which would authorize the purchase of the lands of all the Indians who had given up whatever fragment of allegiance they might owe to the United States and had removed somewhere else with the intention of permanently residing outside the jurisdiction of the United States?

Mr. BENTLEY. It would depend entirely on the conditions that would be attached to these sales. If the Indians were permitted to sell their lands in the open market, that is the very thing they seek to do.

Commissioner LEUPP. How do the Indians with you get their tools and their implements?

Mr. BENTLEY. We have bought some so far as we have been able to get money, but not many, because we have not been able to secure land heretofore; but their market is principally at Monterey.

Commissioner LEUPP. Out of what fund do they pay for them?

Mr. BENTLEY. Out of their individual funds.

Commissioner LEUPP. Would it be of any advantage to them to take their share of the tribal funds and give the Government a release?

Mr. BENTLEY. Yes; it would be an advantage to them. They do not want to eat it or to use it for clothes or subsistence, as they put it; they want to put it into land.

Senator TELLER. The money that would come out of the rent of the land, they would take to buy tools with?

Mr. BENTLEY. Yes; the money that came from leases they would take to buy tools and subsistence, but not the land money.

Commissioner LEUPP. What I want to get at is the tribal fund.

Mr. BENTLEY. It is not a tribal fund, if you will pardon me, it is an individual fund. There is \$211 due to certain identical persons—154 of them. Part of the Kickapoos have spent their money—wasted it long ago. That element of the Kickapoos are called the "Progressive" Kickapoos, because they were progressive enough to take this money and violate their religion. They have no money in the Treasury now due to them.

Senator TELLER. Then, this money in the Treasury belongs to individuals?

Mr. BENTLEY. Yes; it belongs to 154 individuals, and that is why we are insisting upon being paid by claim, because each individual can make up his claim on the Treasury. The interest was paid last year in this way.

Commissioner LEUPP. What is this interest on?

Mr. BENTLEY. Interest on this money that is in the Treasury.

Commissioner LEUPP. That is exactly what I am getting at.

Mr. BENTLEY. But that is individual interest.

Commissioner LEUPP. What I am trying to get at is, that these people have certain moneys, whether tribal or as individuals, in the Treasury, which is now bringing them interest.

Mr. BENTLEY. Five per cent.

Commissioner LEUPP. Suppose the principal sum were given to the Indians, would it be of advantage to them?

Mr. BENTLEY. A decided advantage, because they want money to get land to live on in Mexico. With all the land and everything we have, and all these funds that we are entitled to, even then the property we seek to acquire is hardly within our reach, and they need every dollar from every source to enable them to make up this needed fund.

Commissioner LEUPP. If they have this determination to reside abroad, and do not want anything more to do with the United States, why should not they sign off every obligation?

Mr. BENTLEY. I wish to say frankly, that if you will recommend, as your predecessors have recommended, that the Government shall pay them the difference between the 32½ cents which they received for the land which the Government robbed them of and the \$1.50 which the Government sold that land for, they will be very glad to give the United States a receipt in full for all demands and consider it a final settlement with the Government of the United States, and they will never come back into this country.

Commissioner LEUPP. I already made a recommendation to that effect.

Senator TELLER. You did?

Commissioner LEUPP. Yes; and you [Senator Teller] opposed it.

Senator TELLER. I was not aware that you made any such recommendation.

Senator DUBOIS. Yes.

Commissioner LEUPP. Yes; I made it here, and you opposed it.

Senator TELLER. If I opposed it I thought it was something foreign to this bill.

Commissioner LEUPP. You opposed it as entirely foreign to the Kickapoos.

Senator TELLER. You said you would send an agent down there.

Commissioner LEUPP. No, sir; that was as to another matter.

The CHAIRMAN. You are mistaken, Senator Teller, the proposition that the Commissioner made had nothing to do with the sending of an agent.

Senator TELLER. I am free to say that I distrust the Department in connection with these Indians. There is a prejudice there that I have seen in the Department. I do not believe that you would deal fairly with the Indians if we turned this matter over to you. There is no secret with me about these things. What I believe, I am always free to say; and for that reason I do not propose to leave everything to the Department if I can help it.

Commissioner LEUPP. It makes no difference to me whether you leave it in the hands of the Department or put it in the hands of a committee. What I wanted to do was to put through a certain piece of public policy, which is, that when an Indian wants nothing more to do with the United States, give him the same privilege that a white man has, and let him absolve the Government.

Senator TELLER. Now, let me understand. I understand you, Mr. Bentley, that the Government took the Indian's land at what price?

Mr. BENTLEY. At 32½ cents an acre.

Senator TELLER. And sold it at what?

Mr. BENTLEY. At \$1.50 an acre.

Senator TELLER (to Commissioner Leupp). Do you say that you have recommended that the Government pay that difference to the Indians?

Commissioner LEUPP. No; but that the Government should pay what it owed to any Indian.

Senator TELLER. Oh; that is a very different matter. I have got that here. I am not willing to say, now, that I am willing to pay, without investigation, the difference between \$1.25 and 32½ cents.

Commissioner LEUPP. I did not say that.

Senator TELLER. That is what I understood you to say.

Commissioner LEUPP. That was a misunderstanding.

Mr. BENTLEY. The difference amounts to about \$250,000.

Senator SUTHERLAND. Mr. Bentley said \$1.50 a while ago.

Senator TELLER. That is what he said the Government sold it for?

* Upon reading the transcript of these proceedings Mr. Bentley states that the exact amount of difference between the price the Government paid the Indians for the land (32½ cents) and the price which the Government received for the same land upon subsequent sale (\$1.50) is \$215,239.

Mr. BENTLEY. Yes; the other and adjoining Indian lands were sold for \$1.50 an acre to the Government. These Kickapoo Indians want to be free from the United States Government and to be forever beyond its control, and if the Government will pay them this money they will be very glad to receive it as a final settlement. In fact, I drafted a bill for the final settlement at their instigation. They will receipt for the money in full and will quit.

It seems to me that it is a very little bit of money that the Government owes them, this \$250,000. And from the fact that they were deceived into selling all their lands—as they never consented to sell them—it seems to me a matter of justice and right that the Indians should be paid this money, because it is due them, and if it is paid they will, as I say, give their receipt to the United States in full.

Senator TELLER. But the Commissioner's proposition to receipt in full does not include that money?

Commissioner LEUPP. It included, Senator, everything that the Government owes them.

Senator TELLER. Let me read this amendment of yours:

"That when any Indian shall have removed or may hereafter permanently remove from the United States, the Secretary of the Interior shall cause to be paid to such Indian upon his application therefor his per capita share of any funds due him under any law or treaty, together with all moneys to his credit under the control of the United States; provided said Indians shall receipt therefor as being in full of every claim and demand of any kind whatsoever against the United States, and such Indian and his descendants shall thenceforth be no longer wards of the Government and shall not be recognized by any Department thereof as being entitled to any benefits as Indians."

That is the proposition that the Commissioner made. That is a very different proposition.

Mr. BENTLEY. The Supreme Court has held recently in similar cases that the Government must pay these amounts. There is no question about this amount of money being due them.

Mr. FIELD. In the New York Indian case the point was that the Government must account to the Indians as a guardian to his ward. The presumption was that he bought it at the market price. He could not buy it one day at a low price and sell it the next day at a high price without accounting to his ward on that basis.

Mr. BENTLEY. I want to submit to the committee this point: If the Kickapoo Indians can put themselves in a condition where they can support themselves and take care of themselves for all time to come, and are willing to take a position where they will never ask this Government for anything further, what, in comparison, does this \$250,000 amount to? And should it not be paid? This committee has had testimony as to the property they are endeavoring to acquire. That property consists of 238,000 acres of land in a fine, well-watered country. On that land there are 13,000 head of cattle and 250 fine American horses, and ranging on the hills around it are four or five thousand goats. It will take nearly \$400,000 to acquire that property with the stock on it.

Senator TELLER. Do you mean Mexican money?

Mr. BENTLEY. No; American money.

Senator CLARK, of Wyoming. How many acres are there?

Mr. BENTLEY. Altogether we would have about 300,000 acres of land, counting the property we have already acquired. On the 238,000 acres, as I have said, there are 13,000 head of cattle, and 250 American horses, and several thousand goats. The goats are the most profitable of all the stock. They more than double in value each year.

Senator TELLER. What do the people do with them?

Mr. BENTLEY. Some of the goats are butchered. Goat meat is much sought in Mexico. Goats find a ready market there.

Senator TELLER. They raise those instead of sheep?

Mr. BENTLEY. The goats are hardier and easier to raise. One Mexican will handle a large number—as many as 1,200—and he will work for \$12 a month. And besides, goats range on the hills, and subsist on the shrubbery where nothing else would live.

Senator TELLER. How much money does a goat bring?

Mr. BENTLEY. A fat goat will bring about \$4.

Senator STONE. In Mexican or American money?

Mr. BENTLEY. In Mexican money. The herder who herds them will cost about \$16 per month, as he has to be fed, and these goats feed on a range that would otherwise be wasted.

Senator TELLER. Is the meat commonly used?

Mr. BENTLEY. Goat meat is the meat of the country, especially for the laboring classes.

Mr. FIELD. Pork is a delicacy in that country. At a banquet they will furnish you with pork chops as a delicacy.

Senator CLARK, of Wyoming. When the Government took this land at 32½ cents an acre, was that in pursuance of an agreement with the Kickapoos?

Mr. BENTLEY. A supposed agreement, but in fact no agreement at all. The Government just bodily took it; just as if you were a guardian for minor children and you took their property at your own valuation and sold it at an advance.

Senator Clark, of Wyoming. So far as the record shows, it was a treaty by which they disposed of their lands at 32½ cents an acre.

Mr. BENTLEY. Yes; and the Government sold it for \$1.50 an acre, and the difference figures out as I have said, about \$250,000, as shown by the amendment we have drafted wherein the Indians agreed that each person shall receipt in full to the Government for all that is due when the Government pays that money.

Senator CLARK, of Wyoming. The roll is complete and includes those three bands, and there are 154, all told?

Mr. BENTLEY. The 154 are those that are known as "Kickers," and each of these 154 is entitled to \$211 in the Treasury. It is so allotted to each of them on the books of the Treasury.

Senator CLARK, of Wyoming. Where does that money come from?

Mr. BENTLEY. It is the proceeds of their surplus land at 32½ cents an acre. At that price it came to \$65,000. John T. Hill was paid \$5,000 to defraud the Indians into this treaty. The 154 are individual unpaid claimants on that fund.

Senator TELLER. Are you sure that they stand as individuals?

Mr. BENTLEY. Oh, certainly. I have made up their claims myself and paid them the interest when I was a disbursing officer.

Senator CLARK, of Wyoming. If this \$250,000 should be placed in the Treasury to the credit of the 154 and all the other members—

Mr. BENTLEY. In fact, Senator, I thought to avoid probate and the hunting up of heirs, etc., that it would be better to have a new enrollment made of the Kickapoos and to include all the Indians entitled to the surplus land and money—that is the difference between the 32½ cents and \$1.50—so that this enrollment would include all persons living on the 1st day of May, 1906, whether they were allotted in Oklahoma or not.

Commissioner LEUPP. As I understand it, then, Mr. Bentley, if this claim that you speak of here, the difference between 32½ cents and \$1.50, were settled first, before this clause that Senator Teller has read should go into operation, that clause would cover this as one of the claims that the Indians had against the United States, would it not? In other words, if that matter were settled, so that there was that much to the credit of the Indians?

Mr. BENTLEY. Yes.

Commissioner LEUPP. It is simply, then, a question of the time that the two things went into operation?

Mr. BENTLEY. Yes.

Senator CLARK, of Wyoming. I understand you further, that then, these Indians claiming land, although not claiming it as an allotment, would surrender to the United States whatever claim they had?

Mr. BENTLEY. Yes. Both those allotted and unallotted; they all want a final settlement. Those individuals who have \$211 in the Treasury desire to draw it and then each and every member of the tribe, whether allotted in Oklahoma or not, would participate equally in the fund derived from the surplus lands, the difference between 32½ cents and \$1.50 an acre, and would receipt in full to the United States for all demands and forever terminate the connection of the tribe or any individuals of it with the United States.

OFFICE OF THE UNITED STATES ATTORNEY,
DISTRICT OF OKLAHOMA,
Guthrie, April 20, 1906.

HON. FRANK A. THACKERY,
Superintendent and Special Disbursing Agent, Shawnee, Okla.

DEAR SIR: This office is in receipt of a letter from the Attorney-General of the United States in reference to the conduct of Martin J. Bentley in securing deeds from certain Kickapoo Indians for their allotments in this Territory, the restrictions upon alienation of which were removed by the act of Congress approved March 3, 1905. The Attorney-General directs me to assign an assistant attorney to make a thorough investigation of this case, with a view of taking such action as may be found proper or expedient to protect the Indians, or to prosecute Mr. Bentley if the investigation should disclose that he has committed an offense against the United States, the Territory of Oklahoma, or the State of Texas. In compliance with the instructions of the Attorney-General I have detailed Assistant Attorney George A. Outcalt to make the investigation on account of his experience with Indian affairs.

The Attorney-General suggests that the assistant attorney should go to Eagle Pass, Tex., and to Mexico, and among the Kickapoo Indians Bentley induced to remove to Mexico. And inasmuch as you are personally acquainted with these Indians, and have made a trip or two to the locality where they are located, I think it of the utmost importance that you accompany Mr. Outcalt on this trip and assist him in securing the statements of the Indians. You should take with you an interpreter upon whose honesty you can rely, to the end that every statement you obtain may be relied upon. It will also be necessary to secure in Mexico some person who can speak the Spanish language to assist you. The honorable Secretary of the Interior, in his letter transmitting the papers in this case to the Department of Justice, states that the Department of the Interior will render all of the assistance possible in this investigation, and I am quite sure that if you will advise your Department that you have been requested by me to accompany Mr. Outcalt and assist in the investigation, and that it will be necessary to have the interpreters suggested above, you will be instructed to go with Mr. Outcalt and to employ such interpreters as you will find necessary.

I trust you will take this matter up with the honorable Commissioner of Indian Affairs at once, to the end that an early investigation may be made.

Very respectfully,

J. W. SCOTHORN,
United States Attorney.

UNITED STATES INDIAN AGENCY,
Shawnee, Okla., April 21, 1906.

THE COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to inclose herewith a letter just received from Hon. John W. Scothorn, United States attorney for Oklahoma, which refers to the matter of Mr. Bentley's connection with the removal of the Mexican Kickapoo Indians of this Agency to Mexico. He desires that I be authorized to accompany his assistant United States attorney and to employ an Indian interpreter from here to go with us to Mexico and to employ a Spanish interpreter after reaching Mexico. I can get an Indian interpreter for \$2.50 per day and his expenses, but for a Spanish interpreter I should be authorized to pay \$4 per

day and his expenses. In order to properly investigate the matter of any proposed title to land claimed by Mr. Bentley on behalf of the Kickapoos I should be authorized to go to such places in Mexico as found necessary.

In this connection I would respectfully refer to your letter dated January 19, 1906, directing that I withhold all money due the Mexican Kickapoo Indians residing in Mexico. It is probable that we would find the Kickapoo in a condition not conducive to our getting much evidence from them unless this order as to paying them their money might be temporarily suspended and I be authorized to pay them the lease money or monthly allowance of inherited Indian land money now due them from this office. It might be found advisable not to make any payment, but it would seem proper that I be given some discretion in the matter, so that we could better meet conditions as we find them upon our arrival there.

I think it advisable that the United States consul (and such other representatives of the United States as you may suggest who might be able to aid in the case) be requested, through the proper channels, to give us every possible assistance in getting at the facts of this whole matter. I would ask that this matter be made special, since it is important that as much evidence as possible be secured while Mr. Bentley is still in Washington, for with his presence with the Indians in Mexico it will be very difficult to get anything out of the Kickapoo Indians. If it is thought advisable that I go with the assistant United States attorney I should be wired to that effect so that preparations can be started at once.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, May 3, 1906.

The SECRETARY OF THE INTERIOR.

SIR: There is inclosed a letter, dated April 21, 1906, from the superintendent in charge of the Shawnee school; also a letter addressed to him, under date of April 20, by J. W. Scothorn, United States attorney.

It appears that the Department of Justice is making an effort to prosecute M. J. Bentley for his connection with the transfer of certain Kickapoo allotments near the city of Shawnee. Mr. G. A. Outcalt has been designated by the Department of Justice or the district attorney to investigate the case and obtain evidence on which to base proceedings. It seems that he is peculiarly qualified for this task, but from Mr. Scothorn's letter it appears that he will require assistance, and the attorney asks Superintendent Thackery to obtain authority for him to go to Mexico with Mr. Outcalt, taking such interpreters as may be necessary, and to assist in gathering the evidence required.

Mr. Thackery incloses the letter as his reason for asking for authority and asks that he be authorized to go to such points in Mexico or elsewhere as may be necessary in order to assist Mr. Outcalt in the investigation, and that he be authorized to hire an Indian interpreter and a Spanish interpreter, and to pay the former not more than \$2.50 a day and the latter not to exceed \$4 a day, both employees to have their expenses paid by the Government.

In his letter Mr. Thackery invites attention to office letter of January 19, 1906, in which he is directed—in accordance with Department instructions of January 13—to withhold until further orders the payment of moneys derived from leasing allotments, from the sale of inherited lands, or from any source whatever, due the Mexican Kickapoo Indians now residing in Mexico, and says that because of this action the Indians may not be willing to give the information they would if he were in a position to make some of these payments. He urges that he be given discretion in the matter, so that he may be able to bring influence to bear on the Indians to induce them to give him the information they have about the transaction.

Under the circumstances, I have the honor to recommend that authority be granted the superintendent of the Shawnee Indian school to proceed to such points in the Republic of Mexico as may be necessary to assist Mr. George A. Outcalt in making the investigations indicated; that he also be authorized to employ one Indian interpreter at not to exceed \$2.50 per day and one Spanish

interpreter at not to exceed \$4 a day, and that he also be authorized to pay the traveling and other necessary expenses incurred by himself or on behalf of the interpreters employed, and that he be authorized to expend not exceeding \$500 for the foregoing expenses, payable from the appropriation "Contingencies of the Indian Department, 1906," which will not be exhausted if the authority is granted.

It is further recommended that the superintendent of the Shawnee school be authorized to make such payments of lease money or inherited land money to Indian allottees or their heirs in Mexico as he may think advisable from funds due them and now on deposit to his official credit as individual Indian moneys.

It is proper to state here that a measure is pending in Congress directing the payment of certain moneys to these Indians; but the funds referred to in this letter have no connection whatever with those covered by the legislation, the funds the superintendent desires to pay out being the individual property of the Indians over which the Department exercises control by virtue of the trust relation. The Department letter of January 13, 1906, covered all funds, but if the Office recommendation is approved it will be a modification affecting only the individual moneys belonging to the Indians and not funds covered by the pending legislation.

Mr. Thackery suggests that some notice of the intended trip to Mexico and the object for which it is to be made be given to the consular representatives of the United States in that country and that they be requested to assist. When the Office made a preliminary investigation of this case the State Department was asked to aid, and through the ambassador to Mexico great help was obtained, and a like course would be advantageous in the present instance; but as the Interior Department's employees are to assist the Department of Justice, it is presumed that the latter has made the necessary representations to the State Department. However, it may be well to bring the matter to the attention of the Attorney-General.

Very respectfully,

C. F. LARRABEE,
Acting Commissioner.

[Telegram.]

SHAWNEE, OKLA., May 18, 1906.

COMMISSIONER INDIAN AFFAIRS, Washington, D. C.:

About 20 Kickapoo Indians were detected into secretly leaving for Mexico yesterday, the object evidently being to make them nonresidents and get deeds for their allotments under supposed legislation by this Congress.

THACKERY, Superintendent.

UNITED STATES INDIAN AGENCY,
Shawnee, Okla., May 19, 1906.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to refer to your letter dated May 8, 1906, authorizing me to visit such places in Mexico as may be found necessary in assisting the assistant United States attorney in investigating matters relative to Mr. Bentley's connection with the Kickapoo Indians, and to state that the assistant United States attorney and myself will start for Mexico on Monday, the 21st instant. It will be necessary for us to stop several days at Eagle Pass, Tex., the point where these Indians come across into the United States to sign all papers.

Our success in getting at the real facts in this whole transaction depends largely, in my opinion, upon the failure of Mr. Bentley and Mr. Fields to secure the legislation they have been so diligently working for during the present Congress, to wit, the removal of the restrictions from the Kickapoo lands or the payment of moneys claimed to be due the Kickapoos. If they are successful in securing this legislation, their strength both with the Indians and the white people, who know most about this transaction, will be greatly increased; but, on the other hand, if they fail to secure this legislation, both the Indians

and white people interested in the matter will, in all probability, be much more willing to reveal the real facts in the whole case. Therefore the object in writing this letter is to request that I be advised by wire at Eagle Pass, Tex., immediately after the passage of the Indian appropriation bill as to whether or not the amendments to said bill, as referred to above, have passed. We will probably be in the vicinity of Eagle Pass up to and including June 5 next.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

UNITED STATES CUSTOMS SERVICE,
Port of Eagle Pass, Tex., May 25, 1906.

Hon. F. E. LEUFF,

Commissioner of Indian Affairs, Washington, D. C.

MY DEAR SIR: Confirming my telegram of even date I am sending you here-with through the courtesy of Mr. R. W. Dowe, collector of customs at this post, a copy of a letter written by him to Hon. Henry Terrell, United States attorney, San Antonio, Tex., which is self-explanatory and refers to the connection of W. A. Bonnett, president of the Border National Bank of this place, with the smuggling of various articles of much value from Mexico into the United States. This seems to indicate very conclusively that neither Mr. Bonnett nor the Border National Bank should be intrusted with the handling of any money due the Indians from the United States Government. My object in wiring you of the matter and of referring to Mr. Dowe's letter to the honorable Secretary of the Treasury, dated the 4th instant, was to give you immediate and definite information of the case in order that such action as you thought proper might be taken to prevent the passage of the proposed legislation whereby these Indians were to be paid through said bank.

There is no doubt but that improper connections exist between said bank and Mr. Bentley, and at this time we seem to be in a fair way of ascertaining facts that will justify legal proceedings against both. Mr. Dowe has already rendered us very valuable assistance in this case, and will leave nothing undone to assist us in getting at the bottom of this whole transaction. President Roosevelt certainly made no error in his recent reappointment of Mr. Dowe.

Mr. Bentley passed through here yesterday on his way to Muzquiz, Mexico (the place where the Kickapoo Indians are), and while at this place held a hurried interview with Mr. Bonnett, above referred to. They both seem somewhat alarmed.

Mr. Outcalt is interested in the case and is doing all that he can in the interests of the Indians and of the Government.

Most sincerely, your obedient servant,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EAGLE PASS, TEX., May 5, 1906.

Hon. HENRY TERRELL,

United States Attorney, San Antonio, Tex.

SIR: Referring to my telegram of the 4th instant, relative to the arrest of Louis Lechenger and seizure of diamonds, Swiss watches, and other jewelry, said by him to be worth more than \$19,000, I beg to state that about two months ago Mr. John Creaton, chief clerk of the Mexican International Railroad Company in Eagle Pass, called at my office, requesting a confidential interview, and told me that he had positive information that the said Lechenger was smuggling diamonds, and that he was being assisted by Rafael Muzquiz, a prominent merchant in Ciudad Porfirio Diaz, Mexico, and William A. Bonnet, president of the Border National Bank, of Eagle Pass.

Soon after that I received information from Special Agent Cummings, at Galveston, also informing me that the said Lechenger was advertising for sale large quantities of valuable diamonds at Houston, Tex., where he has a jewelry store, and that he had received information that he was smuggling from Mexico.

On the evening of the 2d instant, about 5 o'clock in the afternoon, I started across the foot bridge between Eagle Pass and Ciudad Porfirio Diaz, and near

the American end of it I met Rafael Muzquiz and Louis Lechenger in a buggy, coming from the Mexican side. As soon as they got out of sight I turned my buggy around and followed them. I saw their buggy stop in front of the Border National Bank, and saw Mr. Lechenger take a large valise out of the buggy and carry it into the bank. I followed him to the depot the next morning, and at the station I instructed Inspector Baldwin to watch him closely. After the train started I secured the smoking room of the sleeping car and invited Mr. Lechenger into it, Inspector Baldwin bringing his valises. I had Mr. Lechenger to make a verbal declaration as to the contents of his valise, and he stated that it contained some jewelry that he had exported from Eagle Pass on the 13th day of April, 1906, and produced the inclosed export certificate as a verification of his statement. He stated that it contained nothing of foreign manufacture nor any articles that were dutiable. He also stated, in reply to my questions, that he had nothing on his person that was dutiable. After he had completed his statement we opened the valise and commenced an inventory of the contents thereof, comparing same with the export certificate. We discovered that he had a number of Swiss watches that he says are worth about \$1,800, also six American watch cases with Swiss movements, also a quantity of valuable set diamonds and other jewelry, that are not included in the export certificate.

Upon examination of his person, in his purse, taken from his coat pocket, I found a diamond earring that he says belongs to a man by the name of Fernandez, at Parral, Mexico, value \$80. He also states that two of the Swiss watches were sent to him at Houston, Tex.; that one of them is the property of Frank B. James, at Monclova, Mexico, and that the other belongs to a man by the name of Lobo, also of Monclova, Mexico. He values these two watches at \$300. He declines to state from whom he received them.

The fourteen Swiss watches and the six watches with Swiss movements and the other jewelry (set diamonds), which is not included in the certificate of exportation, and of which there is no evidence, except his word, that they were ever in the United States before, were all in the same valise with the balance of the jewelry.

Even if the contents of his valise had been the same that he exported it would have been necessary for him to secure a consular invoice, make an entry, and secure a permit before bringing them into the United States. This he did not do, but simply brought them in without authority.

I have seized all the goods and arrested Mr. Lechenger. United States commissioner at this point is in a dying condition, and I will take Mr. Lechenger to San Antonio to-day and prefer charges against him for smuggling before the commissioner at that place.

It should be stated that this is the third time that he has been arrested at this port for smuggling. Inclosed is his own sworn statement, signed by him, and the export certificate, under cover of which he brought all of the merchandise in, also an inventory of the jewelry giving the values as he stated them to me.

Very respectfully,

R. W. DOWE, *Collector.*

[Telegram.]

MUZQUIZ, MEXICO, May 29, 1906.

COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.:

We find no title of record for Kickapoo Indians for land in Mexico, notwithstanding Bentley's statement before Senate committee.

F. A. THACKERY, *Superintendent.*

[Telegram.]

EAGLE PASS, TEX., June 1, 1906.

COMMISSIONER OF INDIAN AFFAIRS, Washington, D. C.:

Mexican authorities at Muzquiz refuse to recognize Outcalt and myself as Oja's representatives of United States until they receive proper directions from Mexican Government. We visited Kickapoo camp May 30 and were ordered away by policemen who were acting under written direction of chief

politico of Muzquiz municipality. Later we interviewed said official and there had his order interpreted, finding that in reality it places Bentley in full control of the land upon which Kickapoos reside, with several policemen at Bentley's command. We find eight Oklahoma men at Muzquiz to buy Kickapoo land, in case restrictions are removed. Bentley's evident object in securing official order mentioned above is, first, to prevent our investigation, and, second, to make it impossible for an outsider to purchase Kickapoo lands, excepting through Bentley.

It is further reported with apparent truthfulness that the vice American consul is to go to Muzquiz to take acknowledgments to deeds for Bentley. If restrictions are removed this should be prevented, thus making it necessary for Indians to go to Eagle Pass to acknowledge deeds where there would be competition for their lands. It is evident that Mexican laws have been violated in dealings with Kickapoos, and Outcalt and myself urge that authority be granted to expend not exceeding \$500 in employing Mexican attorney to prosecute violations of Mexican laws in dealings with Kickapoos. This action would better open up the case for prosecution in United States. Collector of Customs Dowe could render us valuable assistance if he could be authorized to go with us. He is well acquainted in Mexico and understands their laws and ways. Wire me whether to wait (here) or elsewhere for further orders.

THACKERY, Superintendent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, June 2, 1906.

THE SECRETARY OF THE INTERIOR.

SIR: On May 3, 1906, this Office submitted a report to the Department and recommended that authority be granted Frank A. Thackery, superintendent of the Shawnee Training School, to proceed to old Mexico to assist Mr. G. A. Outcalt, of the Department of Justice, in investigating matters pertaining to the fraudulent transfer of certain allotments near the city of Shawnee belonging to Mexican Kickapoos, in which it is alleged that Martin J. Bentley figured in a criminal capacity. In closing that report, the Office said:

"Mr. Thackery suggests that some notice of the intended trip to Mexico and the object for which it is to be made be given to the consular representatives of the United States in that country and that they be requested to assist. When the Office made a preliminary investigation of this case, the State Department was asked to aid, and through the ambassador to Mexico great help was obtained, and a like course would be advantageous in the present instance; but as the Interior Department's employees are to assist the Department of Justice it is presumed that the latter has made the necessary representations to the State Department. However, it may be well to bring the matter to the attention of the Attorney-General."

On May 7 the authority asked for was granted by the Department and Mr. Thackery notified on May 8.

The Office is now in receipt of the following telegram from Mr. Thackery:

"Mexican authorities at Muzquiz refuse to recognize Outcalt and myself as Oja's representatives of the United States until they receive proper directions from Mexican Government. We visited Kickapoo camp May 30 and were ordered away by policemen who were acting under written direction of chief politico of Muzquiz municipality. Later we interviewed said official and there had his order interpreted, finding that in reality it places Bentley in full control of the land upon which Kickapoos reside with several policemen at Bentley's command. We find eight Oklahoma men at Muzquiz to buy Kickapoo land in case restrictions are removed. Bentley's evident object in securing official order mentioned above is, first, to prevent our investigation, and, second, to make it impossible for an outsider to purchase Kickapoo lands excepting through Bentley. It is further reported with apparent truthfulness that the American vice-consul is to go to Muzquiz to take acknowledgments to deeds for Bentley. If restrictions are removed, this should be prevented, thus making it necessary for Indians to go to Eagle Pass to acknowledge deeds, where there would be competition for their lands. It is evident that Mexican laws have been violated in dealings with Kickapoos, and Outcalt and myself urge that authority

be granted to expend not exceeding \$500 in employing Mexican attorney to prosecute violations of Mexican law in dealing with Kickapoos. This action would better open up the case for prosecution in United States. Collector of Customs Dowe could render us valuable assistance if he could be authorized to go with us. He is well acquainted in Mexico and understands their laws and ways. Wire me whether to wait here or elsewhere for further orders."

Informal inquiry at the Department of Justice discloses that no arrangement was made through the Department of State whereby Mr. Outcalt and Mr. Thackery would be recognized and given the standing they should have before the local officers of the Mexican Republic. It is also found that Mr. Outcalt has telegraphed the Attorney-General, and that the Department of Justice has this day prepared a communication addressed to the Department of State with a view of giving Mr. Outcalt and Mr. Thackery the support and assistance of the Mexican authorities.

As to the references to the vice American consul, I beg leave to invite attention to Office report of December 14, 1905, in which the matter of conveying the Kickapoo allotments was considered at length, wherein this Office said, after showing the participation of the vice-consul in the fraud, if a fraud was committed, that—

"The action of the vice-consul and of the American consul at Ciudad Porfirio Diaz, it seems to me, should receive some investigation, or at least they should make an explanation. * * * Because of the part Mr. Martin and Mr. Bonnett have taken in the matter of the deeds, extra copies of these reports are inclosed, with the suggestion that if it meets with your approval they be laid before the State Department for such action as it may think proper in the premises. It is further suggested, however, that this might not be advisable until after the Department of Justice and its representatives have passed upon the merits of the charges and decided upon the procedure to be followed, as it may be they would prefer to obtain some information or take some action before Mr. Bonnett and his friends are informed or alarmed."

Mr. Bonnett is the vice-consul referred to in Mr. Thackery's telegram and by communication from the collector of customs at Eagle Pass, addressed to the Secretary of the Treasury, on May 4. He is charged with being an accomplice in evading the customs laws.

It is again suggested that the Department of State should have information concerning the transactions treated of in the report of December 14, and the alleged part the vice-consul intends to play in what this Office believes to be a most reprehensible transaction.

I have considered Messrs. Outcalt and Thackery's recommendation that the Office authorize the employment of a Mexican attorney for the purpose of prosecuting Mr. Bentley under the laws of Mexico relating to intercourse with Indians, and while I believe that such a course would facilitate the investigation they are engaged in and tend to advance the ends of justice, the propriety of such action is doubted; but it would appear that it is perfectly proper for this Government to ask the Mexican Government to investigate the matter and urge that those guilty of reprehensible and illegal practices under the laws of Mexico be prosecuted diligently. If this view meets with your approval, it is recommended that the Department of State be informed concerning this transaction and asked to communicate with the Mexican Government with a view of having Bentley and his confederates prosecuted vigorously and without delay.

It is evident from Mr. Thackery's telegram that the collector of customs at Eagle Pass, Mr. Dowe, would be of great service to Mr. Outcalt in his present investigation, and while it is recognized that any request for assistance on behalf of Mr. Outcalt should ordinarily come from the Department of Justice, it is believed that this case warrants the Department in asking the Secretary of the Treasury to instruct Mr. Dowe to devote as much time as possible to assisting Mr. Outcalt and give him all the help in his power.

It may be added that the telegram from Mr. Outcalt to the Department of Justice shows that he, Mr. Outcalt, sent Mr. Thackery to Eagle Pass to send the telegram first above mentioned.

It is therefore respectfully recommended that the Treasury Department be asked to direct Mr. Dowe to assist in this investigation at such times and on such occasions as his services can be spared and whenever they will be of advantage to Mr. Outcalt.

Very respectfully,

C. F. LARRABEE,
Acting Commissioner.

UNITED STATES CUSTOMS SERVICE,

Port of Eagle Pass, Tex., June 2, 1906.

The COMMISSIONER OF INDIAN AFFAIRS,

Washington, D. C.

SIR: I have the honor to refer to my telegram of yesterday with reference to the Mexican officials refusing to recognize Mr. Outcalt and myself as representatives of the United States until they received proper directions from the Mexican Government and to explain the matter further as follows:

We left Shawnee on May 21, arriving here on the 23d of May. Upon our arrival here we called upon Collector of Customs R. W. Dowe, who has been exceedingly kind and helpful to us in our work. He advised us of the difficulties he has had with Mr. W. A. Bonnett, president of the Border National Bank of this place, in the way of smuggling diamonds and other valuable articles across from Mexico in order to avoid paying duty. Mr. Dowe has other apparently conclusive evidence against Mr. Bonnett along the same line, which is not mentioned in the copy of his letter which I mailed you a few days ago. Mr. Bonnett's connection with this smuggling appears to date back several years and is believed to have been quite extensive.

That there is an improper connection with this Mr. Bonnett and his father, J. A. Bonnett, vice-consul at this place, on one side and Mr. Bentley on the other, I have but little doubt. The general reputation of these two men (Mr. Bonnett and his son) here where they have lived for many years is not very good. It is evident, then, that any moneys due the Indians of this locality should be paid to them through some other source than the Border National Bank, as is, or was, originally specified in the Indian bill now pending before Congress. As suggested in my telegram, it was arranged by Mr. Bentley for the vice-consul, J. A. Bonnett, to go with Bentley to the Indian camp near Muzquiz, Mexico, for the purpose of taking the acknowledgments to deeds in the event that the restrictions are removed from the Kickapoo and other allotments. This should be taken up with the State Department with the view of having Mr. Bonnett directed not to take the acknowledgments to these deeds.

Before leaving Eagle Pass, and by the assistance of Mr. Dowe, we secured letters of introduction from the Mexican federal judge of the Muzquiz district to the authorities at Monclova and Muzquiz, Mexico. Monclova is the town where all deeds and land transactions are recorded for the whole district wherein the Indians propose to purchase lands and reside. We went from here to Monclova, and after the authorities there had made a careful search of the records (three days' search), the official in charge of the land office gave us a certificate showing that nothing had been recorded in his office showing title of any description to any lands in his district, either in the name of Mr. Bentley or of the Indians. We then proceeded to Muzquiz and on the morning of May 30 called at the office of the highest official of that locality. He was not there, so we left our card and went out to the Kickapoo camp, about 12 miles distant, not having met the official. We reached the Indian camp about 3 o'clock p. m., and found the Indians mostly all dancing. We did not bother them nor even talk to them more than to greet those who spoke to us, or to answer the few questions asked of us. With the exception of John Mine and his brother Wah pe che quah, the Indians seemed pleased to see us, inviting us to stop at their camp and eat with them.

In a few moments after reaching the camp we joined some other white men where they were fishing in the Sabinas River near by. We returned to the Indian camp about dark and found Wah pe che quah waiting for us. Upon approaching close to him he advised us that we must leave their camp and that the Mexican officials had so directed. We advised him that we would obey the Mexican officials but not him. Soon after reaching the camp the Mexican policemen (I think there were four) appeared and stated that they were directed by the chief politico to request us to leave the Indian camp immediately or we would be arrested. This order included all white men on the grounds. Henry Jones, our Indian interpreter, and a Mr. Beaty then stated that the Mexican policemen had, a short time previously, showed them the order, and that it was signed by Martin J. Bentley rather than by the chief politico. We then asked the policemen to permit us to see the order, but they would not or at least did not show it to us. They insisted, however, that it was from the chief politico at Muzquiz, whereupon we agreed to leave the

Indian camp and land. We went to Muzquitz that night and called upon the chief politico the following morning. He had an interpreter (Doctor Long) read us his order in English. The order as interpreted to us amounted to the placing of Mr. Bentley in full control of the land where the Indians are located with several policemen at Bentley's command. No person, therefore, can see or talk to one of the Indians unless he do so through Mr. Bentley or take the risk of being arrested by the Mexican policemen.

It is very evident that Mr. Bentley's object is to prevent our investigation, and to make it impossible for the other white men who are there to buy land to deal with the Indians excepting through him. We found eight Oklahoma men at Muzquitz for the purpose of buying Kickapoo lands in the event of the removal of the restrictions. These eight men represent many other men in Oklahoma who have sent the cash here to pay the Indians for their lands. While they expect to get it cheap, I am convinced that they will pay three or four times the amount that Mr. Bentley expects to pay them. A further part of Mr. Bentley's scheme seems to be, as referred to before, to have the American vice-consul, J. A. Bonnett, go to this land where Mr. Bentley has the Indians so completely under his control, to take their acknowledgments to deeds, thus avoiding a possibility of Mr. Bentley not being able to purchase every Kickapoo allotment in Oklahoma. If Mr. Bonnett is prevented from going over there to take these acknowledgments then the Indians must come to Eagle Pass to acknowledge these deeds, and whenever they get into our country there will be sharp competition for the purchase of their lands. This competition seems to be exactly what Mr. Bentley wants to avoid. Since telegraphing you yesterday Mr. Dowe informs me that Vice-Consul Bonnett called at his office last evening and spoke of the Bentley-Kickapoo case, stating that Bentley wanted him (the vice-consul) to go to Muzquitz to take the acknowledgments to the Kickapoo deeds. Mr. Bonnett wanted Mr. Dowe's advice in the matter, and Mr. Dowe urged him to have nothing whatever to do with the acknowledgments to the deeds even if Mr. Bentley and the Indians called upon him at his post of duty, which is just across the river in Mexico from this town (Eagle Pass). Mr. Bonnett promised, or gave Mr. Dowe to understand, that he would have nothing further to do with the matter.

In my telegram of yesterday I urged that authority be granted to employ a Mexican attorney to prosecute violations of Mexican laws in this Kickapoo case. Both Mr. Outcalt and Mr. Dowe concur with me in this plan. It seems very essential in order to get a proper start for prosecution in the United States. It is further advisable as a means of protection to both the United States and Mexico, because I am convinced that unless some decisive steps are taken (assuming that the restrictions will be removed from the Kickapoo and other Indian lands) to protect the rights of these Indians under the laws of both the United States and Mexico they are going to lose everything they have in the United States without acquiring anything in Mexico. They will then be paupers on the hands of either the United States or Mexico. The question for our country to decide at this time seems to me to be which country is to be burdened with them as such pappers. It seems to me that the United States should now, before it is too late, have such an understanding with Mexico as will definitely settle this point.

If these Indians are to lose all that we have given them in our country, we do not want Mexico to call upon us to take these Indians back to the United States as she has already done once about thirty-five or forty years ago. If they are to settle in Mexico as her citizens, it should be to the interest of Mexico to see that they acquire a proper title to some land upon which to live and work out their subsistence. The United States should have an equal interest in their getting a proper title to land in Mexico, in order that they may not drift back upon us penniless. Again, it is my opinion that the men who are back of this scheme of removing Indians from the United States to Mexico fully expect to make it a wholesale business, covering as many tribes of Indians as they can persuade into their trap. I urge, therefore, that the part of the United States in this matter be thorough. We should have the fullest support possible in the way of authorities, and any assistance that your office can secure for us through the Treasury Department or through the State Department with the Mexican officials should be given at once.

Mr. Dowe states that he would willingly go with us into Mexico and assist us, if authorized to do so by his Department. He has been in this country

many years, and has a large acquaintance with both Mexicans and United States officials of this locality. He speaks Spanish, and is well acquainted with Mexican laws and ways. He would be of great assistance to us further, as his whole heart seems to be bent on the exposure of crookedness and the purification of political and Government matters generally.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

[Telegram.]

EAGLE PASS, TEX., June 2, 1906.

COMMISSIONER INDIAN AFFAIRS, Washington, D. C.

Message just received from Outcalt, at Muzquiz, as follows:

"Murdock and three other Indians arrested. Murdock was put to work on street as soon as Bentley learned he was employed as our interpreter. Bentley made a speech at camp last night, in which he stated that he would have every Indian sent to jail who did not deed him their land. Field is here. Wire Department full particulars.

"OUTCALT."

Authority should be granted at once to employ Mexican attorney and assistant of Mexican officials secured at earliest possible date.

THACKERY, Superintendent.

[Telegram.]

EAGLE PASS, TEX., June 3, 1906.

COMMISSIONER INDIAN AFFAIRS, Washington, D. C.:

Have just had a long consultation with most eminent and reliable Mexican attorney of northern Mexico after fully understanding the whole Kickapoo matter this attorney urges that Outcalt and myself take delegation of five Indians to Mexico City and lay whole matter before President Diaz asking Diaz to send a Government commission to Muzquiz immediately with full authority to act in this whole matter because of apparent connection of Bentley with local officials at Muzquiz. The above plan is the only proper solution of the difficulty. Mexican attorney here is certain that Diaz will promptly comply with joint request from Indians and our Government. This will bring whole matter fairly before Mexican Government. Our State officials should be directed to arrange matters for us in Mexico City. Should Indian bill pass with provisions for payment of money or for removal of restrictions the President should be urged not to sign bill at least until proposed Mexican Government commission reaches Muzquiz.

THACKERY, Superintendent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, June 4, 1906.

The SECRETARY OF THE INTERIOR.

SIR: In connection with the report submitted under date of June 2, 1906, relative to the investigation undertaken by the Department of Justice with a view of obtaining evidence on which to prosecute Martin J. Bentley and his confederates for their alleged illegal acts in obtaining title to certain allotments near Shawnee, Okla., belonging to members of the Mexican Kickapoo tribe, I have the honor to report the receipt of two telegrams from Mr. Thackery, the first dated June 2, 1906, and the other June 3, 1906, the first reading as follows:

"Message just received from Outcalt at Muzquiz as follows:

"Murdock and three other Indians arrested. Murdock was put to work on street as soon as Bentley learned he was employed as our interpreter. Bentley

made a speech at camp last night, in which he stated that he would have every Indian sent to jail who did not deed him their land. Field is here. Wire Department full particulars.

“OUTCELT.”

“Authority should be granted at once to employ Mexican attorney, and assistant of Mexican officials secured at earliest possible date.”
And the second:

“Have just had a long consultation with most eminent and reliable Mexican attorney of northern Mexico. After fully understanding whole Kickapoo matter this attorney urges that Outcelt and myself take delegation of five Indians to Mexico City and lay whole matter before President Diaz, asking Diaz to send a Government commission to Muzquiz immediately with full authority to act in this whole matter because of apparent connection of Bentley with local officials at Muzquiz. The above plan is the only proper solution of difficulty. Mexican attorney here is certain that Diaz will promptly comply with joint requests from Indians and our Government. This will bring the whole matter fairly before Mexican Government. Our State officials should be directed to arrange matters for us in Mexico City. Should Indian bill pass with provisions for payment of money or for removal of restrictions the President should be urged not to sign the bill, at least until the proposed Mexican Government commission reaches Muzquiz.”

It would appear that Mr. Outcelt is in communication with the Department of Justice, but as he is located at Muzquiz it is barely possible that his telegrams are not as full and complete as those of Mr. Thackery or that they may have been delayed in transit. Hence it is believed to be advisable to give the Department of Justice the benefit of the information conveyed by Mr. Thackery.

The plan which the latter proposes for bringing the affairs of these Indians to the attention of the Mexican Government is probably a good one, and attention is respectfully invited thereto with the hope that some prompt measures may be taken to protect those whom this office has sent to Mexico from illegal imprisonment and from otherwise being ill-used by those who are engaged in a scheme to defraud these ignorant Indians of their property and are apparently enabled to use the local authorities of the Mexican Government to further their object.

It may be advisable to furnish the conference committees on the Indian appropriation bill copies of the telegrams, for it seems incredible that Congress would pass a measure that would enable Bentley and Fields to carry out their scheme if they are using the measure to effect their ends as charged in these telegrams, and as the person making the charge is responsible this office has no doubt as to their truth.

Very respectfully,

C. F. LARRABEE,
Acting Commissioner.

[Telegram.]

EAGLE PASS, TEX., June 4, 1906.

COMMISSIONER INDIAN AFFAIRS, Washington, D. C.:

Vice-Consul Bonnett has declined to go to Muzquiz to acknowledge deeds, but has arranged for Consular Agent M. O. Harsh, of Sierramojada, Mexico, to go in his place.

THACKERY, *Superintendent.*

[Telegram.]

EAGLE PASS, TEX., June 5, 1906.

COMMISSIONER INDIAN AFFAIRS, Washington, D. C.:

Reliable Indian informs me to-day that Bentley now has all roads to Indian camp guarded and with assistance of Mexican policemen no person is allowed to enter or leave Indian camp, except by Bentley's permission. I sincerely hope in behalf of Indians that restrictions will not be removed and no money paid Indians at present.

THACKERY, *Superintendent.*

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, June 6, 1906.

THE SECRETARY OF THE INTERIOR.

SIR: In connection with the two reports submitted by this office under date of June 2 and June 4, 1906, relative to the investigation which a representative of the Department of Justice is attempting to make in Old Mexico concerning the acts of Martin J. Bentley, I have the honor to repeat two telegrams which this office has received since the receipt of the above-mentioned reports, the first dated June 4, 1906, and reading as follows:

EAGLE PASS, TEX.

COMMISSIONER INDIAN AFFAIRS, Washington, D. C.:

Vice-Consul Bonnett has declined to go to Muzquiz to acknowledge deeds, but has arranged for Consular Agent M. O. Marsh, of Sierramojada, Mexico, to go in his place.

THACKERY, Superintendent.

The other telegram is dated June 5, 1906, and is in the following words:

EAGLE PASS, TEX.

COMMISSIONER OF INDIAN AFFAIRS, Washington, D. C.:

Reliable Indian informs me to-day that Bentley now has all roads to camp guarded and with assistance of Mexican policemen no person is allowed to enter or leave Indian camp, except by Bentley's permission. I sincerely hope in behalf of Indians that restrictions will not be removed and no money paid Indians at present.

THACKERY, Superintendent.

Very respectfully,

C. F. LARRABEE,
Acting Commissioner.

[Telegram.]

EAGLE PASS, TEX., June 6, 1906.

COMMISSIONER INDIAN AFFAIRS, Washington, D. C.:

If Indian bill passes removing restrictions from Indian tribes named therein as affiliating with Kickapoos Bentley and associates expect to remove said tribes to Mexico as soon as possible, and already have their plans well arranged to accomplish this work. The allotments of all of said tribes are valuable for farms, and Cherokee Shawnee allotments are especially valuable for oil. I again urge that President be asked to veto Indian bill if necessary to prevent consummation of this scheme.

THACKERY, Superintendent.

DEPARTMENT OF STATE,
Washington, June 7, 1906.

THE SECRETARY OF THE INTERIOR.

SIR: I have the honor to acknowledge the receipt of your letter of the 5th instant regarding the refusal of the Mexican authorities at Muzquiz, Mexico, to recognize Messrs. G. A. Outcalt and Frank A. Thackery as representatives of the United States in making an investigation of the conduct of Martin J. Bentley, who is alleged to have figured criminally in certain fraudulent transfers of Kickapoo Indian allotments near Shawnee, Okla.

In reply I have the honor to inform you that copies of your letter and of its inclosure have been sent this day to the American ambassador to Mexico for his information, with instructions to endeavor to secure through the Mexican Government full liberty for Messrs. Outcalt and Thackery to carry on the investigation in which they are engaged, and such assistance from the Mexican federal and local authorities as it may be proper to give them, and to request the Mexican Government to take steps to prosecute Bentley and his confederates for any violation of Mexican federal or state law that they may be guilty of.

At the instance of the Attorney-General, a telegram was sent to the ambassador on the 4th instant directing him to request the Mexican Government to ask the Muzquiz authorities to permit the investigation to proceed and to further it in every proper way.

I have the honor to be, sir, your obedient servant,

ROBERT BACON,
Acting Secretary.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, June 8, 1906.

The SECRETARY OF THE INTERIOR.

SIR: In connection with the various reports submitted by this Office on the subject of the investigation now being held, conducted by representatives of the Department of Justice, for the purpose of determining whether proceedings will lie against Martin J. Bentley for his alleged fraudulent transactions in the matter of obtaining title to Kickapoo allotments, I have the honor to submit for your consideration in connection with those reports the following telegram, dated June 6, 1906, received from Superintendent Thackery, now at Eagle Pass, Tex.

"If Indian bill passes removing restrictions from Indian tribes named therein as affiliating with Kickapoos, Bentley and associates expect to remove said tribes to Mexico as soon as possible, and already have their plans well arranged to accomplish this work. The allotments of all of said tribes are valuable for farms, and Cherokee-Shawnee allotments are especially valuable for oil. I again urge that the President be asked to veto Indian bill, if necessary to prevent consummation of this scheme."

Very respectfully,

C. F. LARRABEE,
Acting Commissioner.

UNITED STATES CUSTOMS SERVICE,
Port of Eagle Pass, Tex., June 15, 1906.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have been shown a copy of your letter of recent date to the honorable Secretary of the Interior, having reference to the Bentley-Kickapoo matter, and in which you refer in part to the connection of Mr. J. A. Bonnett, vice American consul, in said matter. In order that the fullest information may be had in this matter when it is taken up, I have the honor to make the following suggestions for your further consideration in the case: First, I would state that I have no definite knowledge of the report made by Supervisor Charles H. Dickson relative to the connection of Mr. Bonnett in the Bentley matter, but I do know that Mr. Bonnett has told various persons, to wit: R. W. Dowe, collector of customs this place; Russell Johnson, assistant cashier of the State National Bank, of Shawnee, Okla., and Doc Beaty, a saloon man of Oklahoma City, Okla., and others, that the report of Supervisor Dickson was false from beginning to end, or something to this effect.

Mr. Bonnett has exerted an undue influence in this Bentley matter against both Mr. Dickson and myself, and it must follow that such influence was also against the best interests of the Interior Department that we represented. From the best information I can get Mr. Martin, the consul at this place, is not at fault in the matter. He has the confidence and good will of the people of this locality and is generally believed to be an honest and conscientious official. Mr. Bonnett, the vice-consul, on the other hand, does not bear this general good reputation. That Mr. Bonnett has made improper statements, and thus done his part in creating a wrong impression in this locality and in Mexico, as to the position of the Interior Department in its actions relative to this Indian matter is evident. That he has likewise made improper statements about Mr. Dickson and myself, without knowing or even attempting to ascertain from disinterested persons or from anyone other than Mr. Bentley or his confederates the real facts or the truthfulness of the statements he made, is also evident.

Whether or not Mr. Bonnett acted within his proper official capacity when he went to Muzquiz, Mexico, last year during the Dickson investigation and there interested himself in behalf of Mr. Bentley I do not know. But as an official of the United States Government, as was also Mr. Dickson, it seems to me that Mr. Bonnett might have taken the time to have thoroughly understood the position of the Interior Department before rendering the assistance he did render to Mr. Bentley. In doing what he did he officially opposed the interests of the United States, which interests were entitled to his assistance as against the interests of a single individual, the actions of whom the United States questioned as to their being proper. It is generally known that, following this Dickson investigation, both Mr. Dickson and myself were sued by Mr. Bentley in the sum of \$200,000. Some time after this, in January of this year, the plaintiff served notice of their intention to take depositions in the case at Eagle Pass, Tex., and at Muzquiz, Mexico. Myself and J. H. Woods (of Shawnee, Okla., attorney of Dickson and myself) appeared in person at the taking of depositions at both places above named.

At Eagle Pass the depositions were taken before W. A. Bonnett (a son of J. A. Bonnett, aforesaid), and among the witnesses examined at Eagle Pass was Mr. J. A. Bonnett, the vice-consul, who appeared at the request of Mr. Bentley, and as one of his witnesses. Later, when we went from Eagle Pass to Muzquiz, Mexico, to take further depositions in the case, it was arranged that the balance of the depositions should be taken before J. A. Bonnett, vice-consul, and I think that he (J. A. Bonnett) was appointed by the district judge of the third judicial district of Oklahoma, in some capacity, upon the request of plaintiff, to take the depositions in Mexico. At any rate, the depositions were taken before Mr. Bonnett at Muzquiz, and among other witnesses to appear for the plaintiff was the presidente of the Muzquiz municipality. When this witness was called Mr. Bonnett left the room where the depositions were being taken. I thought nothing of his leaving, as the taking of depositions had been temporarily suspended.

I had that day received a letter from Mr. Dickson inclosing a letter addressed to said presidente, with the request from Mr. Dickson that I present said letter to the presidente and ask him to appear as a witness for Mr. Dickson and myself. When the taking of depositions was suspended, as before stated, Mr. Woods and myself called at the office of the presidente to present Mr. Dickson's letter, this being after the plaintiff had announced the presidente as his next witness, and as we entered the office of the presidente we found Mr. J. A. Bonnett and the presidente standing near together, where the presidente had evidently come from his office chair to greet Mr. Bonnett. The presidente was reading a letter that from all appearances had just been handed him by Mr. Bonnett. Mr. Woods, Dickson, and myself were the defendants in this case and as such defendants we had a right to seek such evidence as would better their case; but, if Mr. Bonnett had given the presidente this letter in question in the interests of either plaintiff or defendant, he was doing a wrongful act, both as the person appointed to hear the evidence and as vice-consul of the United States. The actions of Mr. Bonnett in this Bentley matter from the beginning to the present time tend to show that this letter was given to the presidente in the interests of Mr. Bentley.

A few days ago Mr. Russell Johnson and Doc Beaty called at the office of the vice-consul (J. A. Bonnett) at Ciudad Porfirio Diaz, Mexico, they having come here from Oklahoma for the purpose of buying a part of the Kickapoo land in Oklahoma in the event that the restrictions were removed from said lands. These men called upon Mr. Bonnett (having heard that he was going to Muzquiz for the purpose of taking acknowledgments to Indian deeds) to ascertain if he would go to Muzquiz to take acknowledgments for all persons who were there to buy land or of any particular person or firm. From the question they first asked Mr. Bonnett he seemed to infer that they were friendly to Mr. Bentley, and stated that it would be impossible for him to go to Muzquiz, for the reason that the consul, Mr. Martin, had gone away sick and left him in charge of the office. Mr. Bonnett stated, however, as these men inform me, that if Mr. Martin returned before the work at Muzquiz was done he (Bonnett) would go to Muzquiz.

Mr. Bonnett stated that he had just written Mr. Bentley a letter at Muzquiz, stating that he would probably not be able to go to Muzquiz, for the reason above stated, and referring him (Bentley) to a consular agent named M. Q. Marsh,

of Sierra Mojada, Mexico, whom he advised Mr. Bentley to see and make arrangements for him to go to Muzquiz to take the acknowledgments to the Indian deeds. He (Mr. Bonnett) read parts of his letter to Mr. Bentley to Johnson and Beaty. I suggest that copies of Mr. Bonnett's correspondence with Mr. Bentley should be asked for, as well as the correspondence of Mr. Bentley to Mr. Bonnett or his office. I do not want to appear unduly active in this matter, but will state that, for my own protection as well as the protection of Mr. Dickson, I will make affidavits to confirm what I have above said. The situation at Muzquiz is unchanged from what has heretofore been reported, excepting that I am informed that the other parties at Muzquiz (for the purpose of buying land) have for the time being secured the good will and assistance of the Mexican officials, thus turning Bentley down by installing into practice the methods originated and started by Mr. Bentley.

Just how these arrangements are made or what is done to bring them about is a question that Mr. Bentley and the other Oklahoma citizens, as well as the Mexican officials, should be required to answer. It is evident that no good will come to the Indians as the result of such arrangements. Now, that it seems assured that the restrictions are to be removed from these Indians land in the United States, it seems important to me that our Government should explicitly relieve itself of any further responsibility as to any of these Indians and see to it that Mexico now understands that if she receives these Indians now she is not to expect nor ask the United States to take them back or care for them in the event that she (Mexico) later finds them undesirable.

I have the honor to be, yours, very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EAGLE PASS, TEX., June 18, 1906.

Major LARRABEE,
Indian Affairs, Washington, D. C.:

Collector of Customs Dowe is in Washington and I have wired him to see you while there.

THACKERY, *Superintendent.*

DEPARTMENT OF STATE,
Washington, June 20, 1906.

THE SECRETARY OF THE INTERIOR.

SIR: Referring to your letter of the 5th instant and to the Department's reply thereto dated the 8th instant, in relation to the investigation by Messrs. Outcalt and Thackery, in Mexico, of the conduct of Martin J. Bentley, I have the honor to inform you that the Department is in receipt of the following telegram, dated the 15th instant, from the American ambassador to Mexico:

"Referring Kickapoo Indian matter, Minister Mariscal informs me governor Coahuila has instructed Muzquiz authorities to furnish Outcalt and Thackery all necessary facilities to further investigation."

I have the honor to be, sir, your obedient servant,

ELIHU ROOT.

[Telegram.]

EAGLE PASS, TEX., June 21, 1906.

COMMISSIONER INDIAN AFFAIRS,
Washington, D. C.:

Will leave here for Muzquiz, Coahuila, Mexico, next Saturday evening at 4 o'clock. Please wire me of final action on Indian bill, as many of the Indians wish to return to Shawnee immediately if bill does not pass. and they want me to arrange for their transportation. It will be a great mistake if these Indians are permitted to sell their lands to anybody under the pending Indian bill.

THACKERY, *Superintendent.*

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
Eagle Pass, Tex., June 23, 1906.

Maj C. F. LARRABEE,
Indian Office, Washington, D. C.

MY DEAR SIR: News reached here yesterday that President Roosevelt had signed the Indian bill, with the amendment removing the restrictions from the nonresident Kickapoo and other Indian lands.

Mr. Bentley's success in getting this legislation gives him a much increased influence over the Indians interested in the matter. Assistant United States Attorney Outcalt is investigating, as well as with the citizens of Mexico, who are most familiar with his dealings with these Indians. Thus it will be difficult and probably impossible to get testimony that would justify legal actions in behalf of the Indians direct. I mean that, as an instance, it would not seem advisable to start any action for the recovery of an allotment for an Indian unless the Indian himself be enough interested in the case to start and assist in the action. While the Indians directly interested in the "seven allotment" legislation of last year freely admit that they received but very little for their land and did not know that they were selling the same, yet they do not want to be known in an action looking to the recovery of their land. It is evident that they have been led to believe that whatever the United States does in the matter would look to their forcible return (if necessary) to the United States to be followed by the stealing (as they state) of their children to be placed in school. In several instances and upon their urgent request I have started suits in the proper court in their behalf for the recovery of money from Mr. Bentley. In each of such cases they have later appeared at court and asked that the suits be dismissed. No doubt that Mr. Bentley had persuaded them to dismiss the cases, though they had faithfully promised that if I would start the actions they would not have the cases dismissed unless Mr. Bentley made full settlement with them, which they afterwards state he did not do.

Up to date I have not used half of the \$500 authorized in my assisting Mr. Outcalt in this investigation. I do not know what plans, if any, the Commissioner may have as to further steps relative to the removal of United States Indians into Mexico, but I do know that the schemes for this purpose are well and deeply laid, and that if any steps are taken it should be as early as will be consistent. The connection (apparently unmistakable) of certain Mexican officials with this deal should receive notice. If it is intended to go into this matter of moving Indians to Mexico further I would suggest that my authority to assist Mr. Outcalt be so modified as to permit me to go over this matter with you personally. I have plenty of work to do at Shawnee and do not wish to go to Washington unless I can be of assistance in this matter.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

CONSULATE-GENERAL,
Ciudad Porfirio Diaz, Mexico, June 27, 1906.

Hon. ROBERT BACON,
Assistant Secretary of State.

DEAR SIR: I am in receipt of your No. 55, in regard to a telegram received at this office, concerning the acknowledgment for Bentley in Kickapoo transfer matters, and in reply will give my part in the case as you request me to do in your letter.

Some time the latter part of July, 1906, my son received a telegram from Musquiz, signed "Clark," saying, "Bentley is arrested; send your father out." I wired Bentley asking what was the matter, to which I received no reply. I asked Mr. Martin whether I could go. He said yes. I went, and arriving at Musquiz at once went to see Mr. Bentley and inquired of him why he was detained, and he said he did not know; so I went to see the presidente and inquired why and on what charge Bentley was detained. He said that there were no charges against him. I then told him that if there were no charges against him he should be released. He replied that he had telegraphed to the city the day before and expected an answer that evening ordering his release. With that I returned and told Bentley what the presidente had told me.

That same evening the presidente called me and Bentley in his office and told Bentley that he was discharged, but wished that he would call around in the morning in case there were new orders from the city. Next morning Bentley reported and was told that there was nothing new and he could go wherever he wished.

The order for Bentley's release came from Mexico City, so I inferred from the presidente. I turned to my post of duty the day after my arrival at Muzquiz.

Some weeks later I received a letter from the American ambassador, Hon. E. H. Conger, of Mexico City, inclosing a copy of a letter from Mr. Dickson, charging me

with using my official position to further my private ends and thwarting the ends of justice. Now, then, in the first place I did not know Mr. Dickson was an employee of the Government; he certainly had ample time to inform me of his business, and ask my assistance, which, upon showing me his authority, I certainly would have done; but instead of introducing himself to me and asking my cooperation he waits until I am away and then files complaints which have no foundation whatever, and he can not substantiate them. I now repeat that if Mr. Dickson was employed by the Department to have Bentley arrested and was on the ground when I was there, he should have come to me and told me so, and asked my assistance, which I surely would have given him, and helped him in his undertaking; but instead of that he waits until I am away and then shoots his charges at me.

Now, the fact is I had no hand in having Bentley released, as the presidente had telegraphed to Mexico City advising the release of Bentley. I never learned who had Bentley arrested, nor on what charge he was held; when I first spoke to the presidente he informed me that he had advised Bentley's release before I came and awaited a reply from Mexico ordering his release. Bentley remained in Muzquiz several days after his release and did not leave for "parts unknown," as Mr. Dickson insinuated. I can say no more, as you do not make any accusations; only say you have reliable information. I am at a loss to guess what other complaints have been preferred against me.

I am acquainted with Mr. Thackery, but I never knew he was a Government official. You may rest assured that I will render him all the assistance I can whenever he calls on me in his official capacity.

About three months ago Bentley asked me if I could go out to Muzquiz and take some acknowledgments whenever he got the papers ready. I told him yes, if my boss would let me. About a month ago he wrote me that he would likely need my services soon, whereupon I wrote him that as Mr. Martin, the consul, was going off on a sick leave I could not go, and that he might induce the agent at Sierra Mojada to take them, but I did not write the agent anything about it. I do not know whether Bentley wrote him or not. When I received your telegram I at once notified the agent not to take acknowledgments for Bentley and I have his receipt for same. A few days ago Bentley came to this office with an Indian and wanted some document certified. I refused to certify or acknowledge anything for or to him, since which time I have not seen him.

There were some strangers here a few days ago wanting to know whether I would acknowledge some deeds for them and some Indians. I refused, telling them to go across the river and have it done there. I have not seen them since, nor do I know where they went to.

If there is anything else you wish to know regarding this affair, I will be glad to answer any questions you may propound. If you wish anything that I say here certified to, I think I can prove all of my assertions by responsible parties.

I am, your most obedient servant,

JOHN A. BONNET,
Vice-Consul in Charge.

[Telegram.]

UNITED STATES INDIAN AGENCY,
Shawnee, Okla., July 31, 1906.

LEWIS C. GRIMES,
Harrah, Oklahoma:

I am informed that plans are being perfected to take more Kickapoo Indians to Mexico. I have been appointed legal guardian of the adult Kickapoo Indians in Oklahoma by the proper court and as such guardian give warning to all parties that these Indians be not removed.

FRANK A. THACKERY,
Acting United States Indian Agent.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
UNITED STATES INDIAN AGENCY,
Shawnee, Okla., August 1, 1906.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to advise you that on the 23d day of July, 1906, the probate judge of this (Pottawatomie) county appointed me legal guardian of 44 adult members of the Mexican Kickapoo Indians of this agency who are now residing here and

do not want to go to Mexico. Applications are now pending in Oklahoma County for four more similar appointments and in Lincoln County for ten similar appointments. These appointments were made upon my own application after having consulted and secured the assistance of the United States attorney for this district. All sorts of schemes were being perfected for the removal of these Indians to Mexico in order that the purchase of their allotments at this agency might be consummated under the provisions of the act of Congress approved June 21, 1906. The Indians had repeatedly appealed to me to protect them, urging that they had no desire to remove to Mexico and wished to remain here on the land set aside for them by the United States Government. They stated that they did not understand neither the language, ways, nor laws of their white neighbors and that under the provision of the last Indian bill they were convinced that the Kickapoos now remaining here would be enticed off to Mexico, few at a time, until they would be left "paupers in the road" with no place to call a home.

After listening to a number of their councils and being convinced that they were in great earnest in their desire to remain on their Oklahoma allotments, I suggested to them that under existing condition, and taking into consideration the fact that they were ignorant of the language, ways, and laws of the white men, that they were full-blood Indians and did not know the value of their Oklahoma lands, it might be that the probate judge would declare them incompetents. Asst. United States Attorney McKnight was sent here to arrange the matter, and after counseling with the Indians in his presence the petitions were filed. The United States attorney's office was held temporarily by Hon. John W. Scothorn. When the probate judge of this county understood the conditions, he gave the move his full assistance and appointed me in every case applied for. If the plan meets with your approval, I would be pleased if you would address a letter to Mr. Scothorn and Judge Maben (the former at Guthrie, Okla., and the latter at Tecumseh, Okla.), expressing your appreciation of their services in behalf of the Indians. I assure you that the step was taken solely as a matter of protection to the helpless and ignorant Indians, who otherwise would soon have been led off to Mexico under false promises of all kinds and their lands taken from them for a mere pittance. The expense of these appointments amounted to \$170.50 in Pottawatomie County, which amount I have paid from my personal funds. These Indians are poor and have no means of reimbursing me at this time. There was no time to refer the matter to your office before acting, as I was not aware of the full situation here until my return from Mexico, where I had been sent to assist in an investigation, and had I waited to refer the matter before acting it would have been too late to have received my appointment prior to the removal of some of the Indians. Kindly advise me if you have any fund from which I could be reimbursed the actual cost of these appointments. The cost was reduced to the lowest amount possible, the judge allowing us to appoint the members of any one family all on one application, thus making the cost of the family the same that it would ordinarily be in a single case. There were 31 cases in this county, at a cost of \$5.50 each. I inclose herewith my receipt for the same, which please return with your reply.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

UNITED STATES INDIAN AGENCY,
Shawnee, Okla., August 3, 1906.

The COMMISSIONER OF INDIAN AFFAIRS, Washington, D. C.

SIR: I have the honor to acknowledge receipt of your letter dated July 28, 1906, relative to the delivery of trust patents covering the allotments of Indians who have become nonresidents of the United States and are permitted to sell their allotments under the provisions of the act of June 21, 1906 (Public—No. 252). The question was whether I should deliver these patents to the purchasers. I have carefully noted the instructions contained in your letter above referred to and will attempt to comply with the same. I would be pleased to have further instructions, however, as to the delivery of the trust patents for the seven Kickapoo allotments from which the restrictions were removed by the act of Congress of last year and of which there has been so much correspondence and investigation. New deeds have been taken (I think, in each of the seven cases) under the act of June 21, 1906, and they are made to the same parties as were the old deeds under the former act.

I do not understand that the recording of any of these trust patents would in any way affect any action that might later be taken by the Department. The patents are desired only for recording, so that a complete abstract may be had. Mr. George A. Outcalt, the assistant United States attorney, who was detailed to investigate the

transactions of Martin J. Bentley in connection with his purported purchase of these seven allotments, has not yet returned from Mexico, and I do not know what action, if any, he will recommend in the case when he has completed the investigation, but now that new deeds have been taken under the act of June 21, 1906, I see no reason for longer withholding the delivery of the trust patents to these seven allotments. I have declined to deliver them until authorized to do so.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, August 16, 1906.

The SUPERINTENDENT OF THE SHAWNEE SCHOOL,
Shawnee, Okla.

SIR: This is to acknowledge the receipt of your letter of August 3, 1906, asking for further instructions as to the delivery of trust patents to purchasers of Mexican Kickapoo allotments, and specifically referring to the seven who were covered by the act of March 3, 1905 (33 Stat. L., 1043).

You say that the parties who claim to have purchased these lands under that act have taken new deeds of date later than the act of June 21, 1906 (Public—252), wherein restrictions as to sale and incumbrance of all adult Kickapoos are removed where such adults have allotments in the Indian Territory and Oklahoma. You also say that the special attorney of the Department of Justice has not returned from Mexico, where he went to investigate the alleged frauds committed in procuring deeds from the seven allottees referred to, but because of the new deeds you see no reason for longer withholding the delivery of the trust patents, but you have declined to do so until you receive instructions.

In response, so far as the Office is aware, there is no objection to the delivery of these patents, unless there might possibly be something disclosed by the investigation conducted by the Department of Justice that would be considered good cause for not surrendering the patents. At any rate, no harm can come by delaying action until that report is at hand, and you are therefore instructed that the trust patents as to these seven allotments should not be surrendered until you receive further advices from the Office.

Very respectfully,

F. E. LEUPP,
Commissioner.

UNITED STATES INDIAN AGENCY,
Shawnee, Okla., September 7, 1906.

Hon. F. E. LEUPP,
The Commissioner of Indian Affairs, Washington, D. C.

SIR: I have the honor to transmit herewith for your information a copy of the Daily Oklahoman, published at Oklahoma City, Okla., September 5, 1906, in which there is a front-page article headed "Kickapoo Indians robbed by unscrupulous officials," in which M. J. Bentley is largely quoted.

Some of his statements with reference to conditions in Mexico are somewhat conflicting with his avowed good intentions toward the Kickapoo Indians in his efforts to remove them from the United States to Mexico.

While I was with Mr. George A. Outcalt, the assistant United States attorney referred to in his article, but a very small part of the time during his recent investigation at Muzquiz (I have remained at Eagle Pass, Tex., most of the time), I am of the opinion that his accusations with reference to Mr. Outcalt are without truth. It was expected, if Mr. Outcalt was able to effectively block the scheme of Mr. Bentley to rob these Indians, that Mr. Bentley would resort to every possible effort to belittle the work and even the character of Mr. Outcalt. The fact that Mr. Bentley is now making such statements as are quoted from him in this paper seems to indicate that Mr. Outcalt's work in Mexico has had some effect.

Mr. Bentley claims that the intentions of the bill removing all restrictions from the Kickapoo Indians was simply an arrangement whereby he was to negotiate the sale of their lands in Oklahoma and use the proceeds to buy other lands in Mexico; but there is no provision in the wording of the bill itself to bear Mr. Bentley out in his statement, and when the bill became a law, or even before the President's signature thereto, many of the white people of this locality were laying designs for the purchase

of this land from the Indians, assuming that they had an equal right with Mr. Bentley or any other person in the negotiations with the Indians for this land. That improper means were resorted to by these men is probably true, but I am of the opinion that, in the end, when the matter has been thoroughly sifted, it will be found that Mr. Outcalt had no improper connection with any of these purchasers of the Kickapoo lands.

Very respectfully,

Superintendent and Special Disbursing Agent.

[From the Daily Oklahoman, Wednesday, September 5, 1906.]

Kickapoo Indians robbed by unscrupulous officials—M. J. Bentley, of Tecumseh, tells of the most disgraceful page of America's history in its dealings with Indians—Americans will have to leave Mexico.

M. J. Bentley, of Tecumseh, Okla., who has the distinction of serving the United States Government longer than any other man as Indian agent, who colonized a tribe of Kickapoo Indians in Coahuila, Mexico, and who was recently imprisoned in Mexico, and effected his escape by bribing the Diaz authorities, was a guest at Hotel Stewart in this city last evening.

Mr. Bentley served under four Secretaries of the Interior Department, and during the terms of three Presidents, as Indian agent for the Kickapoo tribe. He has a clear record for the entire sixteen years of service, and throughout that time to this day has retained the confidence and esteem of the Indians who have been under his guardianship.

"It is only a question of time until all Americans will have to leave old Mexico," was the earnest declaration of Mr. Bentley when interviewed by an Oklahoman representative last night. "Their removal will not be effected by force, but by gradually increasing intolerance and tyranny. Mexico has 15,000,000 people, of which 11,000,000 are Indians, and upon a conservative estimate 4,000,000 of these wear sandals. These latter have never owned and have not the ambition to ever own a pair of shoes. President Diaz and his administration of the Mexican Government are the objects of much misapplied commendation, and this when one-fourth of the people of the Republic never possessed shoes.

"Get into trouble with one of the Mexican dons, and remark that you are an American citizen and entitled to the protection of the law. He will significantly pat the six-shooter in his belt and declare bombastically, 'I am the law!'

"An American consul was once imprisoned because he had the temerity to appear before a Mexican judge in behalf of an American under arrest and inquire when the latter would be granted a trial. The judge declared the question was impertinent and impudent. I earnestly warn citizens of the United States not to remove to Mexico. They will be enticed to the Republic by flattering representations and then scandalously robbed.

"The price of anything you buy in Mexico, whether to eat or wear, is twice as much as in the United States. The wages paid in Mexico are less than half what would be paid for the same service in the United States. The country should have no attraction for the American laboring man.

"The American does not buy land in Mexico, but purchases what is known as a water concession. For instance, I had a six-days' water concession. At night the Mexicans cut ditches and let water from my land overflow their own property, and then bring suits for damages. They pile up judgment upon judgment against my property, and finally rob me of everything I have. They subjected me to this kind of treatment, and hundreds of others have been similarly treated. It is outrageous, but there is no recourse, and justice is unknown in Mexico. Americans who go down there are robbed of everything they have."

Mr. Bentley was primarily for the enactment of a law by Congress removing restrictions as to the sale and incumbrance from the allotments of adult Kickapoo, Caddo, Wichita, Shawnee, and Delaware Indians now or hereafter nonresidents of the United States and who had heretofore been allotted land in Indian Territory and Oklahoma. This law would have benefited about 2,100 Indians and they would have removed to Mexico and sold their lands here, opening these lands to white settlement and removing the burden of their guardianship from the United States Government.

Discussing this matter, Mr. Bentley said:

"No sooner had Congress enacted this law, and even before it had been signed, the Interior Department commenced its machinations to defeat the object, and it is due to the unwarranted machinations of that Department that my Mexican colonization plan for these Indians was defeated and the Kickapoos down there left to either starve to death or become a new charge upon the hands of the Government. The Indians

were colonized in the beautiful Sabine Valley on a tract of land embracing 238,000 acres. The Senate report of this land reads: 'It is now grazing 10,000 head of white-faced cattle; is an enormous basin and, beyond doubt, the choicest grazing land in the Republic, being practically surrounded and fenced in by mountains rising to an elevation of 9,000 feet.'

"The Interior Department had its agents constantly at work to nullify the work of Congress, and it has nullified the colonization plan and ruined the Indians, who, depending on the good faith of the United States Government, many of them are now at the point of starvation and will perish from want unless the Government goes to their rescue.

"Knowing that the Indian had absolute confidence in me, the Department sent a United States attorney down there and by foul and underhand methods got me away from the Indians by causing the Mexican authorities to arrest me and confine me in prison.

"The Department's agent, in collusion with some other Americans who can not otherwise be denominated except as brigands, caused the arrest of the Indians then and endeavored to induce them, by intimidation, to sign deeds to their lands in Oklahoma and sell them at ridiculously low prices. But the Indians would not sign. Their signatures were then forged before a Mexican judge and sent up here for filing, and yet the Indians did not get one cent for the 180-acre tracts in the Canadian Valley, worth at least \$75 an acre, which were thus stolen from them.

"Their only recourse is to demand reimbursement from the United States Government for the lands fraudulently bilked from them by Department employees. This matter I have taken up with some men of powerful influence, detailing the outrages which have been undergone by these Indians."

Mr. Bentley then exhibited a copy of a letter which he had addressed to Senator La Follette, of Wisconsin, which reads in part as follows:

"The last act in the Kickapoo drama will, in my opinion, be the saddest and most disgraceful page in America's history of its dealings with the Indians.

"The United States, not content with having taken practically all these Indians had in the States, practically without compensation, followed them into a foreign country, where, at the instigation of officers, the leading men of the tribe were thrown in prison and treated as the vilest criminals, fed on bread and water, compelled to labor on the streets under a tropical sun. The hungry horde of land sharks and looters, with whom a United States attorney was operating in conjunction, went among the Indians, distributing strong drink, and the wives and daughters of those in prison were compelled to drink, and when in a condition of intoxication were taken to rooms in the same apartment where this attorney lodged and were there outraged. The parish priest at Muzquiz, the Rev. Father D. P. Andres, will corroborate this statement."

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
UNITED STATES INDIAN AGENCY,
Shawnee, Okla., September 18, 1906.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to transmit herewith for the files of your Office, "letters of guardianship," showing that I am the duly appointed legal guardian of the following-named incompetent Mexican Kickapoo Indians: Wah-nah-ke-tha, Mut-twa-ah-quah, Ah-ko-the, Wah-ne-ma-quah, Mah-nah-quah, Pe-nee-she, Men-ah-pe, Wah-pah-pen-neah, Ke-kee-quah, Wah-sha-ko-shuck, Ah-nah-tho-huck, Wah-no-nah-ka-ka, Kish-ke-ton-o-quah, Quen-nep-pe-that, Wah-qu-a-tha-no-quah, We-sko-peth-o-que, Peah-twih-tuck, Mah-she-nah, Mush-sho-qua-to-quah, Wah-tah-tah, Me-na-neesh, Shak-kah-tah, Meek-ke-kah, Ah-no-tha-tho, Sho-e-nah-quah, Mat-ko-the-quah, She-pah-tho-quot, Wah-pe-pah, Pen-e-that-ah-quah, Ki-yah-squah, Mesh-ah-quot, Pem-me-pah-hone-nah, Nah-she-pe-eth, Pya-tha, Ne-pah-hah, Kah-ke-ne-peah, Pah-ke-che-none, Kah-ka-nah-che-kah, Ma-nah-the-quah-qua-ah, Kish-ke-ton, Ko-ke-kah-huck, Much-e-nen-e, and Pe-ke-to-no-quah.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
Washington, October 2, 1906.

SUPERINTENDENT SHAWNEE INDIAN SCHOOL,
Shawnee, Okla.

SIR: The office is in receipt of your letter September 13 last, asking to be advised as to what action to take in the matter of collecting lease money derived from approved leases on Mexican Kickapoo allotments, title to which having been transferred under the act of June 21, 1906. You ask if it would be proper for your office, after collecting all rents up to the time for transfer, to deliver the office part of the lease to the purchaser, making proper record thereof, and collect no further rents, and say that some of the purchasers have requested copies of the leases for lands purchased under the above act and in some cases the purchaser is also the lessee and protests when called on to pay lease money.

In all such cases your office should collect the rents up to the time the title in these allotments has been transferred. The rents due after that time belong to the grantee and should be collected by him and not by your office. The leases covering these lands are a part of your office files and should therefore be retained. There is no objection, however, to your office furnishing purchasers of these lands, on request, with copies of the existing leases.

Very respectfully,

C. F. LARRABEE,
Acting Commissioner.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
UNITED STATES INDIAN AGENCY,
Shawnee, Okla., December 10, 1906.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to respectfully refer to that part of the act of Congress approved June 21, 1906, which refers to the Kickapoo Indians of this agency, wherein it is stated: "*Provided, That any such Indian allottee who is a nonresident of the United States may lease his allotment without restriction for a period not exceeding five years: Provided further, That the parent of the person next of kin having the care and custody of a minor allottee may lease the allotment of said minor as herein provided, except that no such lease shall extend beyond the minority of said allottee.*"

I desire to be informed as to your interpretation of this act of Congress wherein a minor Indian child is a resident of Mexico but has a legal guardian over his estate in the county wherein his allotment is located.

I would also be pleased to have your advice as to what disposition I should make of lease money due such nonresident minor Kickapoo Indians. Should it be paid to the legal guardian in this county or to the parent or person next of kin having the care and custody of such minor?

There are several of the minor nonresident Kickapoos of this agency who were born subsequent to the allotment of land to the Kickapoos at this place, and therefore have no allotment of their own, who are heirs to allotments or an interest therein at this agency. It is noted that this act of Congress states that the parent or person next of kin having the care and custody of a minor allottee may lease the allotment, etc. Would you construe this act to cover the interest of a minor nonresident Kickapoo who is not an allottee?

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

DEPARTMENT OF THE INTERIOR,
Washington, September 14, 1906.

The COMMISSIONER OF INDIAN AFFAIRS.

SIR: I am in receipt of your letter of the 11th instant, in relation to the payment of certain Mexican Kickapoo Indians for money alleged to be due and paid them under the provisions of the Indian appropriation act of June 21, 1906 (34 Stat. L., 362), and the instructions of August 9 last, from the Department. You ask for instructions as to the extent of the responsibility of your office in the premises and desire to be informed "at what point liability will cease if it shall, at some date subsequent to settlement, be proven that claims regular on the face, or correct so far as the office can directly determine, are fraudulent; that is, does the provision 'all of said pay-

ments to be made upon claim through the First National Bank or the Border National Bank of Eagle Pass, Tex.,' relieve the Government of responsibility if some of the claims so paid turn out to be fraudulent?"

In reply, you are informed that the Department letter of the 9th ultimo, authority was granted you to allow claims of certain Mexican Kickapoos, amounting to \$20,801.27, "after proper administrative action by your office."

Administrative action by your office means that under section 464, Revised Statutes, you are to examine the papers presented, and if found correct and properly executed, they are to be allowed by you and passed to the Treasury Department for settlement. Of course, if authority is granted by the Department for the payment of any claim, and on examination of the papers in your office they show fraud and are fraudulently executed, as in the case of the two mentioned in your letter, they should not be allowed, notwithstanding the authority of the Department for their payment, as such authority is based on the correctness of the claim and of the papers or evidence submitted.

The language used in the act: "All of said payments to be made upon claims through the First National Bank * * *" does not mean that all claims must be made through the banks mentioned in the act, but that all payments are to be made through these banks, and your office is not responsible for any payments made by the Treasury, after due and proper care has been exercised in the examination of the vouchers and evidence presented with claims for settlement.

Very respectfully,

THOS. RYAN, *Acting Secretary.*

UNITED STATES INDIAN AGENCY,
Shawnee, Okla., December 17, 1906.

HON. JOHN EMBRY,
United States Attorney, Guthrie, Okla.

DEAR SIR: I have your telegram of the 15th instant, which reads as follows: "Cause everyone inducing Kickapoos to leave to be arrested under latter part section 2113, Revised Statutes. Make separate arrest for each Indian."

Prior to the receipt of this telegram, I had talked the matter of preventing these Indians from being taken away by prospective purchasers of their allotments over with United States Commissioner W. R. Asher, and also with Probate Judge Mabon. The latter advised me that, if I would present an action in proper form asking for an injunction, he would grant same. I immediately employed the law firm of Pendleton, Abernathy & Howell to prepare the petition, and I inclose herewith copies of both the petition and the injunction order, which are self-explanatory.

Immediately upon receipt of your telegram, I went before United States Commissioner W. R. Asher, at Tecumseh, Okla., and made complaints against Martin J. Bentley, L. C. Grimes, R. C. Conine, and George Kishketon. Warrants for the arrest of these parties were issued without delay by Mr. Asher and were at once turned over to Deputy United States Marshal J. P. Jones, who just advises me by phone that they have been served in each case, excepting that of R. C. Conine.

In the case of Mr. Bentley, he is charged with alienating, etc., Ne pah hah, Mexican Kickapoo allottee No. 244, who was allotted the N. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of sec. 12, T. 10 N., R. 3 E. On July 26, 1906, the probate court of Pottawatomie County, this Territory, declared her incompetent and appointed me as the legal guardian of her person and estate. Subsequently (about one month ago) she left this county and Territory for Mexico and, upon her arrival at Eagle Pass, Tex., is purported to have executed a deed in favor of one Ida B. Bentley and W. W. Ives, conveying the above-described allotment to them for a purported consideration of \$2,000. This deed is dated November 20, 1906, and is purported to have been acknowledged before A. W. Bonnett, a notary public of Maverick County, Tex. I have been told by the Indians that Mr. Bentley purchased the ticket for this woman and accompanied her to Mexico just prior to the date of the aforesaid deed.

In the case of R. C. Conine, he is charged with alienating, etc., one Py-a-tho, Mexican Kickapoo allottee No. 232, who was also, on July 23, 1906, declared an incompetent by the probate court of Pottawatomie County, this Territory, and I was likewise appointed as the legal guardian of her person and estate. Her allotment is the W. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of sec. 10, T. 10 N., R. 3 E., and is easily worth \$3,000. I think it can be established that she accompanied R. C. Conine from this vicinity to Eagle Pass, Tex., where she is purported to have executed a deed in favor of said R. C. Conine on November 24, 1906, for a consideration of \$1,000. The records show that this deed was acknowledged before T. J. Murray, of Maverick County, Tex. The deed is also signed by An-nah-no-tha, purported to be the husband of said Py-a-tho. It is reported to me that Mr. Conine had this woman and man lawfully married

while in Eagle Pass, Tex., but that neither the man nor the woman knew nor understood what was taking place during the marriage ceremony. The husband has always been a resident of Mexico, and the marriage is believed to have been arranged for by Mr. Conine for the purpose of establishing, as he thought, the legal residence of said Py-a-tho in the Republic of Mexico in order that she might convey her land under the act of June 21, 1906. This woman Py-a-tho also has an interest in the allotment of her deceased father, Mah-sko-ta-a-tah, Mexican Kickapoo allottee No. 231, who was allotted the E. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of sec. 10, T. 10 N., R. 3 E.

The heirs of said allottee had petitioned me to advertise said allotment for sale in accordance with the rules of the Interior Department. Their petition had been granted, and the bids for this allotment were opened by me on December 1, 1906, at which time the highest bid received was that of A. J. Perkins, of Shawnee, Okla., at \$3,330. Mr. Conine (as shown by the records at the register of deeds in this county) has taken a deed for a one-third interest in said land from said Py-a-tho and her purported husband for a consideration of \$300. This deed is dated November 12, 1906, and is acknowledged before T. J. Murray, of Maverick County, Tex. It would appear that in the taking of this latter deed by Mr. Conine it may have been his object to discourage anybody bidding upon this allotment as advertised through this office. I am of the opinion, however, with reference to the connection of Mr. Conine in this whole matter, that he is acting with and upon the advice of L. C. Grimes. It will be remembered that this Mr. Conine is the same man who was employed as Spanish interpreter by Assistant United States Attorney George A. Outcalt while making his recent investigation of Kickapoo matters in Mexico. He has since been actively connected with prospective buyers of the Kickapoo allotments under the act of June 21, 1906.

Mr. Grimes and George Kishketon are charged with having alienated, etc., Men-ah-pe, who has not as yet left this county for Mexico. In this case, I would state that three Kickapoo Indians called at my residence very soon after daylight on last Sunday morning (the 16th instant) and advised me that the above-named woman, Men-ah-pe, had been forcibly taken from camp by George Kishketon and Mack Johnson, two Kickapoo Indians (both of whom are believed to be employed by and working under the direction of L. C. Grimes). Said Men-ah-pe is purported to have been held under lock and key at some rooming house in Shawnee during the greater part of Saturday night (the 15th instant), and there is but little doubt but that the intention was to take her to Mexico on the morning train of the Missouri, Kansas and Texas Railway, leaving Shawnee at 9 o'clock a. m. The warrant for the arrest of Mr. Grimes having been served late Saturday evening, this woman was released and returned to camp sometime prior to daylight of Sunday morning.

In connection with this whole matter, please advise me if, in your opinion, an action could be sustained under article 3—Kidnapping—of the session laws of Oklahoma, 1901, which reads as follows:

"Every person who, without lawful authority, forcibly seizes and confines another, or inveigles or kidnaps another, for the purpose of extorting any money, property, or thing of value or advantage from the person so seized, confined, inveigled, or kidnapped, or any other person, shall be guilty of a felony, and upon conviction thereof shall be punished by imprisonment in the Territorial prison not less than ten years."

As stated to you over the phone, these Indians do not want to go to Mexico and will not go unless they are inveigled and scared into it. They are simple-minded and have no self-reliance, and have but little, if any, conception of the value of their property.

I shall be pleased to take any further action you may suggest in this matter and to render any possible assistance in an earnest effort to prevent these Indians from being fleeced of their property. Unless some decisive action is taken at this time in their behalf these Indians will soon be paupers upon this community, dependent upon the citizens thereof.

Very respectfully,

F. A. THACKERY,
Superintendent and Special Disbursing Agent.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
UNITED STATES INDIAN AGENCY,
Shawnee, Okla., December 20, 1906.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to refer to the fact that there is a considerable amount of money at this office due the heirs of various Mexican Kickapoo allottees whose allotments have been sold, and the heirs are now residents (or at least they claim to be residents) of

Mexico, and as such residents claim that they are out of the jurisdiction of this office and should be entitled to receive the full amount of money due them from these various sales. Please advise me what action should be taken upon their requests. If they are to be paid the full amount due them, myself or an employee of this office should be authorized to meet them at Eagle Pass, Tex., for the purpose of clearing up all of the payments due these Indians.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

[Telegram.]

OKLAHOMA CITY, OKLA., January 31, 1907.

COMMISSIONER INDIAN AFFAIRS, Washington, D. C.:

Press dispatches report provision in Indian bill directing Attorney-General to investigate Kickapoo land sales in Mexico. If that provision is finally adopted it should be made to cover all purported sales by Kickapoos under act of June 21 last. All sales to Bentley are said to have been made in United States, while sales to other parties were mostly made in Mexico.

THACKERY, *Superintendent.*

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
U. S. INDIAN AGENCY,
Shawnee, Okla., February 1, 1907.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: Confirming my telegram of last evening sent you from Oklahoma City, Okla., which read as follows:

"Press dispatches report provision in Indian bill directing Attorney-General to investigate Kickapoo land sales in Mexico. If this provision is finally adopted it should be made to cover all purported sales by Kickapoos under act of June 21 last. All sales to Bentley are said to have been made in United States, while sales to other parties were mostly made in Mexico. (Signed) Thackery, Superintendent."

I now have the honor to inclose herewith pages 1 and 2 of the Daily Oklahoman of January 31, 1907, in which will be found press dispatch referred to, wherein the following statement appears:

"The Attorney-General of the United States is directed to investigate conveyances purporting to have been executed in Mexico of lands in Oklahoma and found to have been procured by fraud, to begin proceedings to have them set aside. He is also instructed to prosecute parties to the frauds if any were committed."

I am very glad indeed to have this whole matter investigated and hope that the investigation, if made, will be placed in thoroughly reliable hands and that it will be thorough. My reason for telegraphing you as above was that, in case the wording of the provision above quoted is correctly given in the newspaper dispatches it would seem not to require an investigation of the purported purchases by Mr. Martin J. Bentley and his friends, most of which were made in the United States at Eagle Pass, Tex.

I also inclose a press dispatch clipping from a Kansas City daily paper of January 28, 1907, in which the following sentence appears in the last clause thereof:

"It is stated that these disclosures involve certain officials of the Interior Department."

I will be glad to have my whole connection with this matter thoroughly gone into. However, if any hearings are to be given in the matter before the Senate or House Committee on Indian Affairs, in which I am officially involved, I deem it only a matter of justice that I should be ordered before the committee.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, March 1, 1906.

The SECRETARY OF THE INTERIOR.

SIR: I have the honor to acknowledge the receipt of Senate resolution of February 14, 1906, having been referred by you under date of February 16, 1906, for report.

The first paragraph of the resolution calls on you to inform the Senate (a) the reason, if any, why patents in fee simple have not been issued to seven Kickapoo (Oklahoma)

Indians for their allotments, as provided by the act of Congress approved March 3, 1905 (33 Stat. L., 1048), and (b) why you have withheld from the members of the tribe residing in Mexico the money received from leasing their individual allotments.

Paragraph 2 directs the transmittal of (c) all correspondence between your office or bureaus of the Department and agents, together with all reports of inspectors or other officers of the Department pertaining to the investigation of the removal of the Kickapoos to the Republic of Mexico, and (d) all correspondence between your office or bureaus of the Department and agents, together with all reports of inspectors or other officers of the Department pertaining to their present condition in said Republic.

The last paragraph directs the transmittal of (e) all reports of investigations made by inspectors of the Department into the conduct and business transactions of Martin J. Bentley during his entire term of service as special agent in charge of the "Kicking Mexican Kickapoos."

The several subjects are closely related, and the complete correspondence relating thereto would, I think, answer the inquiries propounded, but, since demands (a) and (b) omit all reference to correspondence, and for other reasons which I shall mention later, I have not included the correspondence which would answer (a) and (b). Indeed, as these two demands are directed to you and all the material information relative to them is of record in your office, I shall take the liberty of giving them no further consideration in this report.

Inclosed will be found copies of all communications sent from, or received by, this Office, relating to the last three subjects embraced by the resolution, which, in my judgment, ought to be given at this time. The most important letters from the Office and the reports and testimony most in point are not included, the latter having been forwarded to the Department with three communications from this Office, dated December 14, 1905, with a recommendation that they be transmitted to the Department of Justice for appropriate action. The charges made in the omitted papers are grave, and are supported by much evidence. As the matter is in the hands of the Attorney-General and any disclosures would be of advantage to those charged with reprehensible conduct, I do not believe that it would be wise at this time to indicate the nature of the charges or disclose the testimony obtained in support thereof.

If, however, you are of the opinion that these papers should be included, copies of Office reports to the Department will be prepared and transmitted.

It should be added that Martin J. Bentley was first appointed by the Secretary of the Interior on April 22, 1896, being "at the pleasure of the Secretary." He was finally separated from the service on September 30, 1901.

Very respectfully,

F. E. LEUPP, *Commissioner*.

DEPARTMENT OF THE INTERIOR,
Washington, May 7, 1906.

THE COMMISSIONER OF INDIAN AFFAIRS.

SIR: In compliance with your recommendation of the 3d instant, authority is hereby granted the superintendent of the Shawnee Indian School, Oklahoma, to proceed to such points in the Republic of Mexico as may be necessary to assist Mr. George A. Outcalt in making an investigation for the Department of Justice in relation to the connection of M. J. Bentley with the transfer of certain Kickapoo allotments; also to employ one Indian interpreter at not to exceed \$2.50 per day, and one Spanish interpreter at not to exceed \$4 per day; also to pay the traveling and other necessary expenses incurred by himself or on behalf of the interpreters employed, and to expend for these purposes not to exceed \$500; payable from "Contingencies, Indian Department, 1906," which you state will not be exceeded if these expenditures are authorized.

Authority is also granted said superintendent to make such payments of lease money or inherited land money to Indian allottees or their heirs in Mexico, as he may think advisable, from funds due them and now on deposit to the superintendent's official credit as individual Indian moneys.

The inclosures of your letter are herewith returned.

Very respectfully,

E. A. HITCHCOCK, *Secretary*.

DEPARTMENT OF THE INTERIOR,
Washington, March 28, 1906.

Hon. H. M. TELLER,
United States Senate.

SIR: Acknowledging the receipt of your letter of the 26th instant, in relation to the copy of a report made by Indian Inspector Cyrus Beede in 1898, on the operations of Mr. M. J. Bentley while in charge of the Kickapoo Indians in Oklahoma, you are informed, as heretofore stated, that the above-mentioned report has been mislaid, and on the 10th instant the inspector was requested by telegram to furnish a copy of the same.

As soon as received it will be transmitted to the committee.

Very respectfully,

THOS. RYAN,
Acting Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, June 5, 1906.

The SECRETARY OF STATE.

SIR: I have the honor to transmit herewith a copy of a communication from the Acting Commissioner of Indian Affairs, dated the 2d instant, reporting on a telegram from Frank A. Thackery, superintendent of the Shawnee Indian Training School, in Oklahoma, regarding the refusal of the Mexican authorities at Muzquiz, Mexico, to recognize Mr. G. A. Outcalt, of the Department of Justice, and himself, as representatives of the United States in connection with the investigation of certain fraudulent transfers of Kickapoo Indian allotments near Shawnee, Okla. Mr. Thackery was authorized on May 7, 1906, to proceed to Old Mexico to assist Mr. Outcalt in his investigation.

It appears from the superintendent's telegram that Martin J. Bentley, who is alleged to have figured in these transactions in a criminal capacity, has taken steps to prevent the investigation and is interfering in a reprehensible manner with the proper course of the same, in view of which the Acting Commissioner recommends that proper steps be taken to communicate with the Mexican Government with a view of having Bentley and his confederates prosecuted vigorously and without delay.

I concur in this recommendation and have the honor to request that the necessary steps be taken by your Department to that end if, after consideration, you deem such action proper and advisable.

The question of instructing the collector of customs at Eagle Pass to assist in this investigation has been submitted to the Secretary of the Treasury by letter of this date.

Very respectfully,

E. A. HITCHCOCK,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, June 5, 1906.

The ATTORNEY-GENERAL.

SIR: I have the honor to transmit herewith, for your information and such action as you may deem proper under the circumstances, a copy of a communication, dated the 4th instant, from the Acting Commissioner of Indian Affairs, quoting two telegrams received from Frank A. Thackery, superintendent of the Shawnee Indian Training School, in Oklahoma, dated, respectively, the 2d and 3d instant, regarding the investigation of Kickapoo Indian allotment matter in Mexico.

Very respectfully,

E. A. HITCHCOCK,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, June 11, 1906.

The CHAIRMAN OF THE COMMITTEE ON INDIAN AFFAIRS,
United States Senate.

SIR: Referring to Department letter of June 7, 1906, in connection with amendment No. 136 to the Indian appropriation bill, H. R. 15331, calling attention to certain tele-

grams received from Superintendent Thackery, in charge of the Kickapoo Indians, wherein the hope was expressed that the restrictions relating to the sale of Kickapoo lands will not be removed and that no money be paid said Indians at present, I have the honor to transmit herewith a copy of a report from the Acting Commissioner of Indian Affairs, dated the 8th instant, quoting a further telegram from Superintendent Thackery, giving additional reasons why, in his judgment, the restrictions on the sale of Kickapoo lands should not be removed.

Very respectfully,

E. A. HITCHCOCK,
Secretary.

DEPARTMENT OF THE INTERIOR,
Washington, March 29, 1906.

THE ATTORNEY-GENERAL.

SIR: In his report of December 14, 1905, the Commissioner of Indian Affairs gave a full history of certain Kickapoo Indian allotments and the connection of one Martin J. Bentley therewith, and recommended that a copy of his report, with accompanying papers, be transmitted to you, with recommendation that immediate action be taken looking to a judicial declaration that certain deeds made by the allottees are null and void.

By a further report of the same date the Commissioner transmitted yet other papers concerning the present condition of the Kickapoo Indians which have direct bearing upon the matter of the cancellation of said deeds, and especially as to the prosecution of the parties concerned in these transactions.

In a further report of the same date the Commissioner discussed the connection of Bentley and others with the affairs of these Indians, and recommended that a copy thereof be submitted to you with a view to institution of criminal proceedings against the parties named therein.

Because of the charges, apparently well founded, of fraud in procuring sales of these lands by the Indians, this Department has thus far refrained from issuing patents for the allotments involved under the act of March 3, 1905 (33 Stat. L., 1048, 1064). By resolution of February 14, 1906, the Senate directed the Secretary of the Interior to report the reason why such patents had not been issued and to transmit copies of all correspondence between this Department and agents thereof pertaining to investigations of the removal of the Kickapoo Indians to Mexico and their present condition and all reports of the investigations made by inspectors of this Department into the conduct and business transactions of ex-Special United States Agent Martin J. Bentley. This resolution required much time and labor and the papers, which had heretofore been referred to the Assistant Attorney-General, were withdrawn from his office to prepare my reply, which was forwarded to the Senate March 22, 1906 (copy herewith).

Upon further examination it is apparent that decisive steps in this matter can be taken only through your Department, and it is believed that the initial steps should likewise be upon your advice only.

The reports of the Indian Office and accompanying papers indicate a condition that needs correction. I submit the papers for your consideration with request that such steps as may be proper and necessary to protect these Indians and to punish any person who may have wronged them be taken. Any assistance in the power of this Department to render will be cheerfully given.

I further respectfully request to be advised whether the facts presented by these papers justify this Department in refusing to issue patents in fee upon the allotments involved. As bearing more particularly upon this question, but as also bearing upon the other questions, copy of the Commissioner's reports of December 21, 1905, relative to the suit of Ida May Bentley against Andrew P. Watson, lessee of one of these allottees; of December 26, 1905, and March 10, 1905, upon petitions of certain parties for issuance of patents in fee for a part of the lands involved. I respectfully request the return of the papers with these later reports as early as may be practicable.

Very respectfully,

THOS. RYAN, *Acting Secretary.*

UNITED STATES SENATE,
Denver, Colo., July 17, 1906.

Hon. THOMAS RYAN,
Assistant Secretary Interior.

DEAR SIR: At the last session of Congress an appropriation was made in the Indian appropriation bill approved June 21, 1906, for the payment to the Kicking Kickapoo allottees the money due them. I understand this money was the property of certain individuals and did not belong to the tribe. It was provided that said payments should be made through the First National Bank or the Border National Bank of Eagle Pass, Tex., except that the Kickapoos now in Oklahoma might be paid there. The majority of these Indians are in Mexico, where they have acquired land and wish to remain.

It was also provided in said act, as to all nonresident Indians, that all restrictions on the sale of their lands in the United States be removed. This was done that these Indians might sell their lands and purchase land in Mexico in addition to lands before that time purchased, as well as to enable them to purchase more land in Mexico. The committee believed it was to the interest of these Indians that they should remain in Mexico, where they had formerly lived until brought out of Mexico by the United States against their will.

It appears now, from what I hear from the representatives of these Indians, that certain officials in the Indian Territory are endeavoring to compel these Indians to return to the United States, and to do this they are disregarding the provisions of the law to which I have referred.

I am informed parties are now endeavoring to secure title to certain lands held by these Indians, and have in some cases succeeded in so doing at a price far below the real value of said lands.

These Indians were represented at Washington by a Mr. Bentley, who at one time was the United States Government agent of these Indians and who appears to have had their confidence.

The Commissioner of Indian Affairs is not favorably disposed toward Mr. Bentley. These Indians are now citizens of the United States, but do not wish to remain in the United States, and do wish to become citizens of Mexico, and have been well received by the Mexican authorities.

This matter, I think, demands the immediate attention of the Interior Department, as the proceedings now complained of by these Indians is justified by the Government officials now in Indian Territory as authorized by certain requests made by the Interior Department on the Department of Justice, before the enactment of the law to which I have referred. I inclose copies of letters I have sent to the Departments of State and Justice which explain themselves.

Very respectfully,

H. M. TELLER.

DENVER, COLO., July 13, 1906.

Hon. ROBERT BACON,
Acting Secretary of State.

DEAR SIR: On page 42 of the act making appropriations for the current and contingent expenses of the Indian Department, for fulfilling treaty stipulations, etc., approved July 21, 1906, under the heading of "Kickapoos," is a clause covering the affairs of certain Indians who desire to go to Mexico and settle, and allowing them to dispose of their lands, etc. I was instrumental in securing the adoption of this portion of the bill, and I know the intention of Congress was that Mr. M. J. Bentley, the attorney for the above-mentioned Indians, should manage their affairs for them, as he has been doing for some time, with the entire approval of these Indians now in Mexico. The committee having this matter in charge know that the Commissioner of Indian Affairs was not friendly to Mr. Bentley, but did not suppose he would pursue the course he has since the passage of the act. I believe the committee was in favor of allowing the Indians to sell their lands in the United States and buy land in Mexico and make that their future home.

I understand that the consul at Diaz, Mexico, was instructed by your Department to refuse to accept acknowledgments for Mr. Bentley. In this connection I desire to say that if this order is not withdrawn, the Department will be put in the position of attempting to nullify an act of Congress, which position I am sure your Department will not care to be placed in. If this is not done, speculators will take advantage of this order to buy the land of these Indians for much less than they are worth, and I am informed that this is now being done.

I hope the above order will be withdrawn and that the consul at Diaz will be instructed to use all proper means to assist Mr. Bentley in carrying out the wishes of Congress.

An early reply will be appreciated.

Very respectfully,

H. M. TELLER.

JULY 21, 1906.

Hon. H. M. TELLER, *Denver, Colo.*

SIR: I have the honor to acknowledge the receipt of your communication dated July 17, 1906, with inclosures, relative to the Kickapoo Indians, and stating "that certain officials in the Indian Territory are endeavoring to compel these Indians to return to the United States, and to do this they are disregarding the provisions of the law to which I have referred."

You are advised that your letter and inclosures have been referred to the United States Indian inspector for the Indian Territory for immediate report thereon. When said report is received, further action will be taken in the premises, of which you will be duly advised.

Respectfully,

THOS. RYAN,
Acting Secretary.

DENVER, COLO., *July 13, 1906.*

Hon. W. H. MOODY, *Attorney-General.*

DEAR SIR: I inclose a copy of a letter I have sent to the State Department. I am a member of the Committee on Indian Affairs and I am somewhat familiar with affairs in Indian Territory. A large number of Kickapoos formerly residing in that Territory have left the United States and gone to Mexico, where they have bought land and wish to reside. These Indians have lands in the United States, which they wish to sell and use the proceeds thereof to pay for lands in Mexico.

It is charged that the assistant district attorney, Mr. Outcalt, is in Mexico conducting an investigation into the affairs of the Kickapoos in Mexico in a manner calculated, if not intended, to throw obstacles in the way of these Indians disposing of their lands in the United States for their real value. These Indians were citizens of the United States before going to Mexico, and it certainly was the intention of Congress that they should be allowed to sell their lands and invest the proceeds in land in Mexico, if they see fit to do so.

I do not, of course, know Mr. Outcalt's instructions maybe, but he ought not to be allowed to prevent these Indians from selling their lands for their full value through the efforts of Mr. Bentley or any other person.

I respectfully suggest that this is a matter that needs and deserves the immediate attention of the Department.

Yours, respectfully,

H. M. TELLER.

EXHIBITS.

[NOTE.—Exhibits Nos. 1 to 32, both inclusive, are to be found in Volume I of the Testimony.]

EXHIBIT No. 33 [Goode].

TOPEKA, KANS., September 6, 1898.

HON. THOMAS RYAN, Washington, D. C.

DEAR RYAN: I hand you herewith a letter from S. M. Brosius, of the Indian Rights Association, in regard to the management of Mr. Bentley, assistant special United States Indian agent in Oklahoma.

I hope you will give his suggestions careful consideration and have the matter looked into.

Very truly,

CHAS. CURTIS.

WHITE CLOUD, KANS., September 3, 1898.

HON. CHAS. CURTIS, M. C.

Topeka, Kans.

MY DEAR SIR: During a recent sojourn among the Absentee Shawnee and the Mexican Kickapoo Indians under the care of the Sac and Fox Agency, Okla., I found much dissatisfaction among the Indians with the management of Martin J. Bentley, an assistant special United States Indian agent.

Believing, as I do, that the intention of the United States Government has been and is to induce these Indians to settle upon their allotments and to become self-supporting, I secured much evidence by affidavit and otherwise, so that a proper presentation of the existing conditions may be presented to the Interior Department.

The evidence shows that said Bentley has not only not been encouraging these Indians to settle upon their allotments, but that he is apparently opposed to that policy, causing many to abandon the homes they have heretofore somewhat improved, and many others have become discouraged by his actions and do not know what to do, fearing that in the near future they will be compelled to leave their allotments and remove to some other locality; it is further shown that said Bentley has not been encouraging the Indians to patronize the schools provided for them, and that his advice is confusing to them and they fear that some great calamity is about to overtake them.

The Absentee Shawnee tribe claim, and the proof seems to be positive, that the said Bentley connived with others to secure the approval of a purported contract between the Big Jim band of these Indians and Attorney W. S. Field, wherein the Indians agreed to pay said Field for certain legal work to be performed, the contract being dated about December 13, 1897.

Only nine members of the Absentee Shawnee tribe signed the said contract, and probably no others knew of the execution of the same at the time; the tribe claiming that they had no knowledge of its execution until long afterwards and not until a copy of the purported contract was forwarded to the Sac and Fox Agency to be filed in that office.

To secure the approval of this purported contract the said Bentley attached his certificate thereto wherein he makes the following statement:

"I am acquainted with the manners and customs of said tribe in relation to the calling and conducting of their councils * * * and that the said resolution was passed by said council by a unanimous vote, and that the same expresses the unanimous will of said council and of said tribe; and that the said council was called and held according to the manners and customs of said tribe."

and signed the said certificate as assistant special United States Indian agent.

The affidavits show that the resolution was not passed by a unanimous vote of the Big Jim council; that a large majority of the tribe are opposed to the employment of Field; that the council was altogether irregular and not called and held according to the manners and customs of the said tribe; that probably not more than ten members of the tribe knew anything of the calling of the said council; that no public notice was given for the tribe to assemble

in council to consider the employment of said Field, as is done in every case where tribal business is to be considered; that the said council employing Field as attorney was clandestinely called and held and in opposition to the will of the tribe.

I am satisfied that other irregularities exist in this connection and am deeply impressed that a great wrong is being done these Indians, one that calls for a rigid investigation of the whole subject by a competent Indian inspector.

In this connection I wish to enlist your cooperation, to the end that this inspection may not be a farce and that some officer may be directed to do this work who is fearless, and knowing what is right will do it.

I trust you may see fit to address the Hon. Thomas Ryan, First Assistant Secretary of the Interior, who would probably have charge of the appointment of an inspector, urging that either Inspectors Wright, Tinker, or McLaughlin be directed to make the investigation.

I will be under obligations if you will address Mr. Ryan, as stated, and inclose the same to me at White Cloud, Kans.

I am, very truly,

S. M. BROSIUS.

WASHINGTON BUREAU, NEW YORK EVENING POST,
Wyatt Building, September 10, 1898.

DEAR SIR: I hand you, inclosed, a petition supported by affidavits, which I received this morning from Mr. S. M. Brosius, agent of the Indian Rights Association, who was prevented by urgent business from returning to Washington to present them in person.

As an ex-representative of the Indian Rights Association I feel a strong interest in Mr. Brosius's work, and join with him in the hope that the strongest man you can spare in the corps of inspectors will be detailed to make this investigation.

Sincerely, yours,

FRANCIS E. LEUPP.

Hon. THOS. RYAN,
Assistant Secretary of the Interior.

THE SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: The policy of the United States being to settle the Absentee Shawnee and the Mexican Kickapoo tribes of Indians upon their allotments in the Territory of Oklahoma, and to encourage them to become self-supporting, the officers appointed for this service should be men of stability of character who will conscientiously execute that policy.

Numerous complaints are made against Special Indian Agent Martin J. Bentley, who seems to have special charge of the affairs of the "Kicking" Kickapoos and the "Big Jim" band of the Absentee Shawnee Indians connected with the said tribes. I find this dissatisfaction is widespread.

A proper administration of the Indian Service demands that a thorough investigation, by an inspector from your Department, be made of the official conduct of Special Indian Agent M. J. Bentley and of W. S. Field, attorney, of Oklahoma City, Okla., regarding the securing of a purported contract between the said Field and certain of the Absentee Shawnee Indians aforesaid. Investigation should also be made of the general management of his trust, on the part of said M. J. Bentley as special agent for the said Indians, which is somewhat set forth herein.

I hereto append affidavits executed by representative members of the said tribes of Indians, and basing my statements upon said affidavits, together with information derived from various sources, it is claimed on behalf of said Indians:

First. That Martin J. Bentley, in charge of many of these Indians, by his administration of said office, is thwarting the good intention of the United States by leading many of the said Indians to believe that they can dispose of their allotments already made, and encouraging them to believe that they can secure other reservation lands where their tribal relation can be continued and their lands be held in common.

Second. That numerous families of the said tribes, believing the representations made to them by said Bentley, have abandoned their allotments already

improved and again embraced the shiftless life they formerly led, the purpose of the United States being thus defeated and the funds appropriated being worse than wasted.

Third. It is claimed by these Indians that the said Bentley is being paid from their funds, so they are informed, and that they have never requested that he or anyone else be appointed, and that no authority has been given by them for disbursement of funds for that purpose, and if any purported authority is filed with the Indian Department granting such expenditure it is a forgery.

Fourth. The progressive Indians complain that they are discouraged from the fact that said Bentley gives no encouragement to the industrious members of the tribe, he representing that our Government cares much less for them on account of their thrift than for the idle Indians who desire to dispose of their allotments and have a reservation in common, the latter being fed while the former receive no aid from the United States, the Kickapoos of the working class claiming they have received no support since said Bentley was appointed as a special agent in their interest.

Fifth. That much laxity exists in the manner of disbursement or issue of goods to said Indians, thus opening the door to fraud on the part of said Bentley, Government property being issued oftentimes without being branded, no title being given the Indian, the possession being shifted from one to another, and representations being made to the Indians that he, the said Bentley, has thus aided them, the United States being too poor. An investigation may reveal the fact that certain Government property handled by said Bentley has been sold by him, notably a wagon received last fall and disposed of a few days ago; mules and harness bought last winter and never issued nor branded.

Sixth. It is thought that an investigation will reveal the fact that said Bentley has established a system of paying Indians funds due them by issuing orders on merchants, thus affording abundant opportunity for gain to himself by division of profits, with consequent loss to the Indians.

Seventh. In consequence of the policy apparent on the part of said Bentley to defeat the Government's intention to settle these Indians on their allotments, no care is exercised in settling the Indians on the particular tracts allotted to them, and after improvement has been made the Indian is discouraged to ascertain that he is not located upon his own allotment, becomes discouraged, and abandons the new way pointed out to him by those who have his interest at heart.

Eighth. That the said Bentley has advised the Indians to educate their own children and not send them to the schools provided for them, this advice resulting in antagonism to the schools and consequent probable increase of ignorance in the tribe, which it must take other influences for good to overcome.

Ninth. That said Bentley's advice has been confusing—the Indians not knowing what the intention of the United States is regarding their welfare.

Tenth. That said Bentley does not give the attention to the Indians under his care that his position contemplates, long periods elapsing during which he is not on the lands where the Indians are located, one instance being reported wherein he is said to have been absent for a period of two and one-half months.

Eleventh. That said Bentley approved of the action of one W. S. Field, an attorney, wherein a contract was secured from certain members of the Absentee Shawnee tribe of Indians, wherein they agreed to pay the said Field certain funds, which, as the said Indians believe, have been paid from the tribal moneys, the said purported contract being dated on or about December 13, 1897; the said Bentley attaching his certificate to the said contract wherein he states that "I am acquainted with the manners and customs of said tribe in relation to the calling and conducting of their councils * * * and that the said resolution was passed by said council by a unanimous vote, and that the same expresses the unanimous will of said council and of said tribe; and that the said council was called and held according to the manners and customs of said tribe," the said Bentley attaching his certificate thereto as assistant special United States Indian agent, so that the said contract might be approved by the Commissioner of Indian Affairs and the Secretary of the Interior, in order that the said W. S. Field would secure from the United States the sums of money agreed to be paid in the said purported contract with the said tribe, a copy of the said contract being hereto attached, marked "Exhibit A" (see Exhibit "Q"), including the certificate of the said M. J. Bentley; the said Absentee Shawnee Indians declare under oath that no general knowledge of

the calling of the said council was had by the tribe; that so far as they are informed only nine or ten members of the tribe were present when the purported contract was executed between the tribe and W. S. Field; that they would have been opposed to the said action on the part of the tribe; that no tribal business is conducted of importance without first giving notice of a general council to consider the same, and that a majority of such general council is required to determine such action as will be binding upon the tribe, this having been the manner and custom of conducting tribal business for many years; that but a small minority of the voting members of the tribe signed the said contract, and that it is altogether irregular and therefore void; that they had no knowledge of the existence of such a contract until a copy of the same, approved by the Commissioner of Indian Affairs and the Secretary of the Interior, was filed in the office of the United States Indian agent at the Sac and Fox Agency, Okla.

The affidavits herewith filed show that five out of seven members of the "business committee" of the tribe had no knowledge of the council in which it is claimed that the said contract was executed. The official clerk of the council of the said tribe also states that he had no notice of the calling or assembling of any council on December 13, 1897, or at any other time, for the purpose indicated in the said contract.

If upon investigation it is found that the statements made herein regarding the execution of the purported contract with W. S. Field and the accompanying certificate executed by said Bentley are in the main correct, no proper course presents itself other than the removal of the said Bentley as assistant special United States Indian agent.

A synopsis of the papers filed herewith is as follows:

Exhibit A.—Copy of purported contract with W. S. Field, containing copy of certificate of Martin J. Bentley. (See Exhibit Q.)

Exhibit B.—Affidavit of Thomas W. Alford, member of said tribe, claiming he had no knowledge of the purported council at which the said Field was employed on the 13th day of December, 1897, or at any other time; that he is familiar with the custom of tribe in transacting business, and that the proceedings are not regular wherein said Field was employed as attorney; that he is a member of the "business committee" of the said tribe; that he firmly believes that not one member of the "business committee" had any knowledge of or was present at the purported council aforesaid. In this connection I wish to add that Mr. Alford is a finely educated man, and was assistant to the surveyor and surveyed the lands which are now included in the allotments to the tribes of Indians herein mentioned. Mr. Alford further states that M. J. Bentley has stated to him that it would be better for the said Indians to abandon their allotments and migrate to the West and to Mexico.

Exhibit C.—Affidavit of Walter H. Shawnee, in which he states that he is a member of tribe, also a member of the "business committee" of the tribe; is well informed as to the customs of the tribe in the transaction of business; that the custom is to call a general council; that no council was called to consider the employment of said Field as attorney for the tribe; that he believes that not one member of the "business committee" was present at the said council nor knew of it having been held until long afterwards; that M. J. Bentley has told him on several occasions that it would be better for the said Absentee Shawnee Indians to abandon their allotments and remove somewhere else; that M. J. Bentley is trying to induce the said Indians to remove elsewhere.

Exhibit D.—Affidavit of John C. King, a member of the tribe, a member of the "business committee;" that Bentley has told him that these Indians should be removed from their present allotments, and that it mattered not where they were moved to; these statements discourage the Indians who want to work and improve their homes; that the Indians are confused and embarrassed and do not know what to do; had no notice of a council for the purpose of considering the employment of Field as attorney for the tribe; is conversant with the manner and custom of the tribe in transacting business, and that the employment of Field was altogether irregular, as it was not done in open council; that the whole plan was instigated and carried out by Field, with the assistance of M. J. Bentley, with the knowledge on their part that the tribe would not agree to the same if they had an opportunity to vote and express their views; believes it to be highly important that an investigation be made of the whole matter for the interests of the tribe.

Exhibit E.—Affidavit of Dudley H. Shawnee, a birthright member of the tribe; official clerk of the Absentee Shawnee council; says the industrious members of the tribe are discouraged because M. J. Bentley is using his influence to have the Indians removed out of the Territory of Oklahoma; that he has interpreted for persons when M. J. Bentley made the statements that these Indians should be removed elsewhere, or words to that effect.

Exhibit F.—Affidavit of Dudley H. Shawnee; states that he is fully conversant with the manners and customs of the tribe regarding the transaction of business, and that a general council is called for the consideration of the business to come before the tribe; all the adult members are notified of the council; he had no notice of the council at which it is alleged that W. S. Field was employed as attorney for the tribe; did not know that the contract was executed until long afterwards; believes that the council was clandestinely arranged and carried into effect and the contract made all with the aid of M. J. Bentley, he and Field well knowing that the tribe would not agree to the same if the matter had been legally transacted; that a protest has been sent by the tribe to the Commissioner of Indian Affairs against such a proceeding and no acknowledgment made or received from him; desires an investigation.

Exhibit G.—Affidavit of William Shawnee; a birthright member of the tribe, 65 years of age; says that when any new business is to be considered for the tribe all the adult members are notified to assemble in open council for its consideration; he was not notified of the council to consider the appointment of Field as attorney for the tribe; did not know of the existence of the contract until a copy was sent to the United States Indian agent at Sac and Fox Agency, long after it was executed; says Bentley is discouraging the Indians from improving their farms; says that "Big Jim," a leader of the band of the Absentee Shawnee tribe told him after his return from Washington, D. C., the past winter where Big Jim had spent some weeks, that Bentley was appointed by the United States to distribute wagons, mules, etc., to said Indians so that the Indians might leave their allotments and homes and go to the western country.

Exhibit H.—Affidavit of "Elephant," a full-blood member of the Absentee Shawnee tribe of Indians; is familiar with the customs and manners of the said tribe in the transaction of business, and that a general council is called of the adult male members and the business fully considered in council; he had no notice of a council being called to consider the employment of W. S. Field as attorney for the tribe on December 13, 1897; and if he was employed by a few members of the tribe the whole preceeding was irregular and of no effect; has heard many rumors that the tribe would be compelled to leave their homes and go elsewhere to live, and the rumors are very discouraging; believes that M. J. Bentley is in favor of the removal of the tribe to some other locality.

Exhibit J.—Affidavit of Joseph Billy, a member of the Absentee Shawnee tribe; was for many years a member of the "Big Jim" band of the said Indians; has accepted his allotment, is sending his children to school, and, as this is in opposition to the wishes of the "Big Jim" band, he does not recently work in harmony with Big Jim; has talked several times with M. J. Bentley, and Bentley has always told him that the United States desired the Indians to remove from the Territory of Oklahoma, the effect of which has been to discourage the Indians from farming; is a birthright and full blood member of the said tribe of Indians; is acquainted with the manner of doing business by the tribe, and that all the adult members are notified to assemble for the purpose of counseling over the new business and deciding by a majority of the voters what should be done; was not notified of a calling of council to consider the appointment of W. S. Field, of Oklahoma City, Okla., as attorney for the tribe; he had no knowledge of his appointment for many weeks afterwards; thinks there were not over a dozen members present at the council that employed said Field; is positive all the proceedings of said council were irregular and void; also states that Bentley and Field are in favor of the removal of the Indians to some other country.

Exhibit K.—Affidavit of "Switch Littleax," a full blood member of the tribe; a member of the Indian police force of the said tribe; also a member of the "business committee" of the tribe; is familiar with the manner and custom of doing business for the tribe; the representative men call a council of all the adult members to consider the business of the tribe, and this is the only legal way to transact business; had no knowledge of a council held on or about December 13, 1897, to consider the employment of W. S. Field as attorney for the tribe and to pay him from the tribal funds; is sure that no general council

was called and that not more than a dozen members of the tribe were present at the meeting that employed said Field; believes that said Field and M. J. Bentley were the promoters of the scheme to unlawfully secure certain funds of the tribe as fees to said Field, and that these men knew that a large majority of the tribe would oppose any such action; the Indians are led to believe that they will be compelled to abandon their allotments, all caused by the influence and action of Bentley; Indians do not know who to appeal to in time of trouble, because there are two agents over them—the regular United States Indian agent, at Sac and Fox Agency, and said Bentley; thinks an inspector should be sent there to settle all the trouble, so that they may know where they stand.

Exhibit L.—Affidavit of Thomas Washington, a full blood member of the tribe, about 56 years of age; has long been familiar with manners and usages of tribe in the transaction of tribal business; when any business is to be considered, all the adult male members are notified to meet in council for its consideration; he was not notified of a council to be held on or about December 13, 1897, or any other date to consider the employment of Field as attorney for the tribe, and which agreed to pay him for certain legal work; is a member of the "business committee" of the tribe; does not believe there were over a dozen members of the tribe at the said council when Field was employed; the tribe are much discouraged by reason of rumors to the effect that they will have to give up their homes and reside elsewhere; thinks M. J. Bentley and W. S. Field are influencing the Indians to remove elsewhere.

Exhibit M.—Affidavit of "Long Man," a full blood member of the tribe; is 56 years of age; is also a member of the council of the "Big Jim" band of the said Absentee Shawnee tribe of Indians; he was not informed of a council to be held on or about December 13, 1897, and was not present at such council when a contract was entered into between the tribe and W. S. Field, an attorney, in which the "Big Jim" band or any of the said tribe agreed to pay said Field a stipulated price for certain legal work; was present, however, at a previous meeting to consider the said subject, and said Martin J. Bentley was present at that council, but no action was then taken; is also certain that only certain members of the "Big Jim" band were present at that council when said Field was employed, and that not all of them were notified to be there; thinks only nine members of the band and tribe were present at said council; does not believe that M. J. Bentley was present at the council when the contract was signed; is familiar with the customs and habits of tribe in conducting business, and that it is the unvarying rule that all the voting members of the tribe shall be notified of the council, and that a majority of the voting members of the tribe decides any business matters, and that if a committee of the tribe is appointed to do any certain work that committee is appointed by a majority of all the voting members of the tribe; no general council was called for December 13, 1897, or at any other date to consider the employment of Field as attorney for the tribe, and that the "Big Jim" band had no powers delegated to it by the tribe to employ the said Field; considers the whole proceeding irregular and void; thinks Bentley has been discouraging the Indians from improving their homes, intimating that they will have to move elsewhere.

Exhibit N.—Affidavit of "Oc-que-nah-ko-the, No-ten, Ko-ke-tha and Mas-que-ken-ock," members of the Mexican Kickapoo Indian tribe, located on their allotments under the care of the Sac and Fox Agency, Okla.; for more than two years M. J. Bentley has been special agent over them, before said Bentley was their agent he held at least two councils with them endeavoring to secure power of attorney from them for the purpose of having their allotments canceled; during the fall of 1897 another council was held for the purpose of having the dissatisfied allottees abandon their allotments and have them sold and with the proceeds purchase cheap lands in Mexico; by Bentley's influence several members of tribe have left their allotments and gone over to the dissatisfied band; have heard and believe that numerous councils have been held with the dissatisfied members of tribe urging them to not live on their allotments under the promise that they will soon be removed to other lands that they can hold in common; no aid in any manner received from Bentley since he became agent for them; Bentley telling them they would receive no further support if they improved their farms; Bentley only has a few special friends and but few seem to know of his plans; the Indians have been in trouble since Bentley first was appointed agent over them; only wish to have the regular Sac and Fox agent to rule over them; the tribe never agreed to the

appointment of Bentley, or anyone else to occupy his position, nor authorized nor agreed to pay any salary for anyone for that position; they feel that some great calamity is about to befall them; they represent the chiefs and headmen of the said tribe.

Exhibit O.—Affidavit of Lewis C. Grimes; relates conversations had with Martin J. Bentley showing that said Bentley is engaged in the business of ferreting out fraudulent allotments for private speculation, a business which would of itself be antagonistic to the interest of the Indians, and especially showing that a person engaged in such a calling is not fitted to be agent over the Indians for the reason that it will be to his private interest to locate as many outsiders on allotments as possible with the understanding that at some future time an opportunity might arise in which the trespassers could secure good title to these lands.

Exhibit P.—Copy of the petition to the Commissioner of Indian Affairs from the Mexican Kickapoos, being the progressive band of the tribe; denouncing the action of M. J. Bentley as their special agent; are discouraged by Bentley from improving homes where they are; Bentley states to them that they will have to go elsewhere to live; his petition is signed by a large number of members of the tribe.

As further evidence in this case I refer to the petition of the Absentee Shawnee Indians, dated May 16, 1898, and filed a few days later, said petition remonstrating against the action of Martin J. Bentley, in that he grossly misrepresented the facts regarding the action of the Absentee Shawnee Indians in relation to the purported employment of W. S. Field as attorney for the tribe, and that through this misrepresentation of facts the said Field was enabled to secure the approval of the said contract by the Commissioner of Indian Affairs and the Secretary of the Interior, and objecting to the payment of any funds of the tribe for the purposes indicated in the contract purported to have been executed.

Exhibit Q.—A copy of the foregoing petition is made a part of this statement. There are numerous stories afloat regarding the dealings of Assistant Special Agent M. J. Bentley with these Indians, which should receive attention at the hands of an inspector.

The future of these Indians, their settlement upon their allotments and the improvement of the same as their future homes so that they may become self-supporting, respectable citizens of the community, calls for absolute justice and fair treatment on the part of the United States. In that interest I respectfully request that an inspector investigate fully the situation and report thereon.

Very respectfully,

S. M. BROSIUS,
Agent Indian Rights Association.

SEPTEMBER 8, 1898.

[Exhibit A.—See Exhibit Q.]

[EXHIBIT B.]

TERRITORY OF OKLAHOMA, County of Pottawatomie, ss:

Thomas Alford, being first duly sworn according to law, says:

My name is Thomas Alford; I reside in Pottawatomie County, Territory of Oklahoma; I am a birthright member of the Absentee Shawnee tribe of Indians under the care of United States Indian agent, Sac and Fox Agency, Okla.; I am a member of the "business committee," composed of seven members of said tribe, which was appointed by the Secretary of the Interior and approved by the said tribe. I am well informed as to the manners and customs of the Absentee Shawnee tribes regarding the calling of councils for the transaction of tribal business; that previous to April 26, 1898, no council existed, appointed by the said tribe, for at least two years before that time; that for three years last past no authority has been delegated to any council or committee of the tribe to employ an attorney in any capacity whatever; that when a contract is entered into for employment of any person to act for the tribe it is the custom to call the members of the tribe together in open council for consideration of the business to be transacted, and any action taken represents the conclusion of a majority of the adult members thereof; that I was not notified of the meeting of any council of the said tribe to consider the appointment of W. S. Fields, attorney, of Oklahoma City, Okla., on December 13, 1897, or at any other time before or since, and had no knowledge of his

appointment as said attorney until after the approval of his contract by the Commissioner of Indian Affairs, and was not informed of the appointment of said Fields until after a copy of the approved contract was sent to the office of the Indian agent at the said Sac and Fox Agency by the Commissioner of Indian Affairs; that I am informed and firmly believe that not one member of the "business committee" was present at any meeting of the members of the tribe on December 13, 1897, or at any other time, to consider the employment of said Fields as the tribal attorney; that I believe no public notice to the tribe was given of the meeting of the said council to consider the employment of W. S. Fields as attorney; that upon several occasions Martin J. Bentley, special United States Indian agent, has represented to me that it would be better for the Absentee Shawnee Indians aforesaid to abandon their allotments in Oklahoma Territory and migrate to the West and to Mexico; that it is the current report, and I believe founded upon the expressions of the said Martin J. Bentley, that he is influencing the Indians to abandon their allotments in Oklahoma Territory and locate elsewhere.

THOMAS W. ALFORD.

Subscribed and sworn to before me this 11th day of August, A. D. 1898.

[SEAL]

GEO. L. ROSE, *Notary Public*.

(My commission expires June 27, 1899.)

[EXHIBIT C.]

TERRITORY OF OKLAHOMA, *County of Pottawatomie, ss:*

Walter H. Shawnee, being first duly sworn according to law, says:

My name is Walter H. Shawnee; I reside in Pottawatomie County, Territory of Oklahoma; I am a birthright member of the Absentee Shawnee tribe of Indians, under the care of United States Indian agent, Sac and Fox Agency, Okla.; I am a member of the "business committee," composed of seven members of said tribe, which was appointed by the Secretary of the Interior and approved by the said tribe; I am well informed as to the manners and customs of the Absentee Shawnee tribes regarding the calling of councils for the transaction of tribal business; that previous to April 26, 1898, no council existed, appointed by the said tribe, for at least two years before that time; that for three years last past no authority has been delegated to any council or committee of the tribe to employ an attorney in any capacity whatever; that when a contract is entered into for employment of any person to act for the tribe it is the custom to call the members of the tribe together in open council for the consideration of the business to be transacted, and in any action taken represents the conclusion of a majority of the adult members thereof; that I was not notified of the meeting of any council of the said tribe to consider the appointment of W. S. Fields, attorney, of Oklahoma City, Okla., on December 13, 1897, or at any time before or since, and had no knowledge of his appointment as said attorney until after the approval of his contract by the Commissioner of Indian Affairs, and was not informed of the appointment of said Fields until after a copy of the approved contract was sent to the office of the Indian agent at the said Sac and Fox Agency by Commissioner of Indian Affairs.

That I am informed and firmly believe that not one member of the "business committee" was present at any meeting of the members of the tribe on December 13, 1897, or at any other time to consider the employment of the said Fields as the tribal attorney; that I believe no public notice to the tribe was given of the meeting of the said council to consider the employment of W. S. Field as attorney; that upon several occasions Martin J. Bentley, special United States Indian agent, has represented to me that it would be better for the Absentee Shawnee Indians aforesaid to abandon their allotments in Oklahoma Territory and migrate to the West and to Mexico; that it is the current report, and, I believe, founded upon the expressions of the said Martin J. Bentley, that he is influencing the Indians to abandon their allotments in Oklahoma Territory and locate elsewhere.

WALTER H. SHAWNEE.

Subscribed and sworn to before me this 11th day of August, A. D. 1898.

[SEAL]

GEO. L. ROSE, *Notary Public*.

(My commission expires June 27, 1899.)

[EXHIBIT D.]

TERRITORY OF OKLAHOMA, County of Pottawatomie, ss:

John C. King, being first duly sworn according to law, deposes and says:

My name is John C. King; I am a full blood member of the Absentee Shawnee tribe of Indians located in Oklahoma Territory under the care of the Sac and Fox Indian Agency. I am a member of what is known as the business committee of the Shawnee tribe of Indians, the said committee being composed of seven members, having certain authority to act for the tribe, the limits of which are well defined.

I am acquainted with Special Indian Agent Martin J. Bentley, who now represents the United States in certain matters connected with the allotments to the said tribe of Indians as well as the Kickapoo tribe. On several occasions the said Bentley has told me that the Absentee Shawnee Indians and the Kicking Kickapoos should be removed from this Territory and located elsewhere, the inference being that it matters not where they were sent.

It is a matter of current report among all the said Indians that Special Agent Bentley is endeavoring to have them removed from their allotments in order that these lands may be settled by a white population. These rumors have the effect to discourage those members of the tribes who are inclined to settle upon their allotments and improve the same for permanent homes.

During the time Mr. Bentley has acted as special agent but few of the dissatisfied members of the said tribes have settled upon their allotments, his purpose evidently being that they should not.

The said Indians are confused and embarrassed from the fact that there are two agents in charge of them, with conflicting authority, and which is detrimental to their interests, they not knowing which of the two to appeal to in case of trouble.

I am well informed as to the mode and customs of the tribe in transacting business, it being the universal custom for the head men of the tribe to call all the voting members together in council to consider the business of which it is proposed to take up. The action of a majority of such council only is binding on the tribe.

I had no notice of a council being called to meet on or about December 13, 1897, or at any time before or since, for the purpose of employing W. S. Field, attorney, of Oklahoma City, to transact certain business for the tribe, and the said Field has never been employed by the authority of the Absentee Shawnee tribe to my knowledge. I am informed and fully believe that not more than ten or twelve of the members of the Absentee Shawnee tribe were present at this purported council that was clandestinely called for the purpose of employing the said Field as the tribal attorney, and that the whole plan was instigated and carried out by the said Field with the aid of Special Indian Agent Bentley, with the knowledge on their part that a majority of the said tribe would not have approved of the proposed action. I know that any action taken at the said council is illegal and not binding upon the said tribe of Indians.

From all that I know of the work and transactions of said Bentley I believe it to be highly important that an investigation of the whole transaction be made by an Indian inspector, so that the interests of the tribe may be protected and encouragement may be given to the members of the tribe who desire to continue improving their allotments, they now fearing that they will sometime be compelled to leave their homes.

JOHN C. KING.

Subscribed and sworn to this 13th day of August, 1898.

[SEAL.]

W. P. Dix, Notary Public.

(My commission expires March 23, 1902.)

[EXHIBIT E.]

TERRITORY OF OKLAHOMA, County of Pottawatomie, ss:

Dudley H. Shawnee, being first duly sworn according to law, says:

My name is Dudley H. Shawnee; I am a birthright member of the Absentee Shawnee tribe of Indians and reside in the Territory of Oklahoma; I am the official clerk of the Absentee Shawnee council, the said council being elected by

a majority of the legal members of said tribe on or about May 1, 1898; that there was no regularly appointed council within the last three years elected by the said tribe previous to the council aforesaid; that many of the industrious members of the said tribe now living on their allotments have for some time been discouraged by reason of rumors continually being circulated to the effect that the said Absentee Shawnee Indians are about to be removed from their present home and located outside of this Territory, and that the Indians believe that Attorney W. S. Field, of Oklahoma City, Okla., and Special United States Indian Agent Martin J. Bentley are in favor of said removal, and have been using their influence to accomplish that end; that the said Indians, believing that the said Fields and Bentley either represent the United States Government in this matter or are in close sympathy with them, and do not know whether to continue the improvements already commenced on their allotments for fear of being compelled to abandon them, their progress toward civilization is thus defeated; that it is discouraging to the industrious members of the said tribe to learn that the United States is extending support to the indolent members of the Absentee Shawnee Indian tribe while a like support and encouragement is not given to those of the tribe who have endeavored to improve their allotments and become respectable citizens of the community, the said policy on the part of the United States seeming to offer an inducement to the Indians to continue in their shiftless, indolent life; that upon one occasion I was asked by Joseph Billy, a member of the Absentee Shawnee Indian tribe, to interpret a conversation he proposed having with M. J. Bentley aforesaid. During the said conversation the inference of the language used by said Bentley was that it would be best for the Indians to vacate their present allotments and remove to some other locality.

DUDLEY H. SHAWNEE.

Subscribed and sworn to before me this 12th day August, 1898.

[SEAL.]

W. P. DIX, *Notary Public*.

(My commission expires March 23, 1902.)

[EXHIBIT F.]

TERRITORY OF OKLAHOMA, County of Pottawatomie, ss:

Dudley H. Shawnee, being first duly sworn according to law, says: My name is Dudley H. Shawnee. I am a birthright member of the Absentee Shawnee tribe of Indians under the care of the Sac and Fox Indian agent of Oklahoma Territory.

I am the official clerk of the council of the said Indian tribe, said council being elected by a majority of the members of said tribe on or about May 1, 1898.

I am fully conversant with the manners and customs of said Indians regarding the transaction of tribal business. When such business is to be considered notice is sent out by the chiefs or headmen to all adult male members of the tribe to assemble in council and the action of a majority of such council only is considered legal and is binding upon the tribe.

I had no knowledge of a council of the said Absentee Shawnee tribe of Indians that is purported to have been held on or about December-13, 1897, or at any other date before or since at which it is alleged the said tribe agreed to employ and did employ W. S. Field, attorney, of Oklahoma City, Okla., and to pay him certain moneys from the tribal funds. I have no knowledge of any council of said tribe ever having been called for the purpose of appointing a committee of members of the tribe giving said committee the authority to employ said attorney, W. S. Field, on behalf of the said tribe of Indians. I did not know that what purported to be a contract between the said tribe and Attorney Field was executed until a copy of the purported contract was sent to the Sac and Fox Indian agent, the contract then being approved by the Commissioner of Indian Affairs and the Secretary of the Interior. I am informed and fully believe that no one of the seven members of the business committee of the tribe had any knowledge of the council aforesaid that purported to employ said Field as attorney, although this business committee represents the intelligent element of the tribe and acts for the tribe in many important capacities. I believe that not more than a dozen members

of the tribe were present at the purported council which agreed to employ W. S. Field as the tribal attorney. I am convinced that the said meeting of a few members of the tribe was clandestinely arranged and held with the aid and support of W. S. Field, attorney, together with Special Indian Agent Martin J. Bentley, they at the time well knowing that the majority of the voters of said tribe of Indians would not agree to employ said W. S. Field as their tribal attorney for the purposes indicated in the purported contract. A protest signed by the council of the tribe has been forwarded to the Commissioner of Indian Affairs and the Secretary of the Interior objecting to the payment of any funds of the tribe to Attorney Field under the purported contract. No acknowledgment of this protest has yet been received by the tribe.

An investigation by a competent United States Indian inspector is desired by the tribe of this matter and of many other matters of vital interest to the tribe.

DUDLEY H. SHAWNEE.

Subscribed and sworn to before me this 13th day of August, 1898.

[SEAL.]

W. P. DIX, *Notary Public*.

(My commission expires March 23, 1902.)

[EXHIBIT G.]

TERRITORY OF OKLAHOMA, *County of Pottawatomie, ss:*

William Shawnee, being first duly sworn, on oath says:

My name is William Shawnee. I am a birthright member of the Absentee Shawnee tribe of Indians, and reside in Pottawatomie County, Okla.; am 65 years of age. I am familiar with the manners and customs of the said Absentee Shawnee Indians regarding the calling of councils for the transaction of business. It is the universal custom when new business is to be considered to notify all the adult members of the tribe to assemble in open council for the consideration of the business that is to come before them; that I was not notified of the meeting of any council of said tribe to consider the appointment of W. S. Field, attorney of Oklahoma city, Okla., on December 13, 1897, or at any other time before or since, and had no knowledge of his appointment as said attorney until after the approval of his contract by the United States authorities; that it is the current rumor, and I believe it to be a fact, that Martin J. Bentley, special United States Indian agent, has at various times and in various ways discouraged the Absentee Shawnee Indians from improving their allotments set apart by the United States for their use in the Territory of Oklahoma, the intention being that the said Indians may settle on lands outside of this Territory; that "Big Jim," a leader of the band of the aforesaid tribe of Indians, after his return from Washington, D. C., during the past winter, told me that the said Bentley was appointed by the United States to distribute the wagons, mules, etc., to said Indians, so that they might leave their allotments and homes here and go to the western country.

WILLIAM SHAWNEE (his x mark).

Attest:

GEO. L. ROSE.

WALTER H. SHAWNEE.

Subscribed and sworn to before me this 11th day of August, A. D. 1898.

[SEAL.]

GEO. L. ROSE, *Notary Public*.

(My commission expires June 27, 1899.)

[EXHIBIT H.]

TERRITORY OF OKLAHOMA, *County of Pottawatomie, ss:*

Elephant, being first duly sworn according to law, says:

My name is Elephant, and that I am full-blood member of the Absentee Shawnee tribe of Indians, residing in Oklahoma Territory, under the care of the Sac and Fox Agency. I am familiar with the customs and usages of the tribe in relation to the transaction of tribal business. That when any new

business is to be considered a general council of all the adult male members of the tribe is called and the matter fully considered; that I had no notice of any council of the tribe being held on or about December 13, 1897, to consider the employment of W. S. Fields, an attorney, to transact legal business for the tribe; that if such a council was held and the said Fields employed, the whole proceeding was irregular and of no effect so far as the Absentee Shawnee tribe of Indians is concerned. I reside on my allotment in the Territory of Oklahoma, and do not desire to leave my chosen home. I have heard many rumors that our tribe of Indians will be forced to abandon our allotments and remove elsewhere. These rumors are of frequent occurrence, and they have the effect of discouraging those of our tribe who wish to continue improving their farms. I have heard and fully believe that the said W. S. Field, attorney, and Special Indian Agent Martin J. Bentley are in favor of our removal elsewhere and have been doing what they could to accomplish that end.

ELEPHANT (his x mark).

Witnesses:

W. P. DIX.

THOMAS W. ALFORD.

Subscribed and sworn to before me this 12th day of August, 1898.

[SEAL.]

W. P. DIX, *Notary Public*.

(My commission expires March 23, 1902.)

SHAWNEE, OKLA., August 12, 1898.

I hereby certify that I understand and converse in the English and the Absentee Shawnee Indian languages, and that I interpreted to Elephant, a member of the Absentee Shawnee Indian tribe, the foregoing instrument of writing and believe that he fully understood the same, and that he afterwards signed the said instrument of writing in my presence.

THOMAS W. ALFORD.

[EXHIBIT J.]

TERRITORY OF OKLAHOMA, *Pottawatomie County, ss:*

Joseph Billy, of lawful age, being first duly sworn according to law, says:

My name is Joseph Billy and that I am a member of the Absentee tribe of Indians located in the Territory of Oklahoma, under the care of the Sac and Fox Indian agent. I was for many years one of the leading members of the "Big Jim Band" of the aforesaid tribe of Indians, but for a short time past I have not been recognized as a member of the said band for the reason that I have accepted my allotment and the money due me from the United States and am sending my children to school, all of which is in opposition to the desires of the said Big Jim Band; I have had several conversations at different times with Martin J. Bentley, a special United States Indian agent, who is attending to some matters in relation to said tribe. The said Bentley has always led me to believe that it is the object of the Government of the United States to have these Indians removed from the Territory of Oklahoma, and these statements on his part have had a discouraging effect upon the Indians, in that they do not know whether they will be permitted to hold their allotments, which some of them now occupy.

I am a birthright and full-blood member of the said tribe of Indians and am well acquainted with the usages and customs of the said Indians in transacting business in which the tribe is interested. When any new business is to come up for consideration all the male adult members of the tribe are called together for the consideration of the said business. There are no councilmen or other persons that have authority from the tribe to take up any new business without first securing the consent of a majority of the voters of the tribe; that I was not notified of the calling of any council of the tribe to consider the appointment of W. S. Field, an attorney of Oklahoma City, Okla., on December 13, 1897, or at any other time before or since, and had no knowledge of his appointment for many weeks thereafter. I believe there were not over a dozen members of the said Absentee Shawnee tribe of Indians who had any knowledge of the contract entered into between the said tribe and the said W. S. Field, attorney, whereby he was to receive certain sums of money from the funds of the said tribe for doing certain legal work. I am positive that all

the proceedings whereby the said contract was entered into are irregular and are void so far as the said tribe is concerned.

I remember one interview I had with the said Martin J. Bentley in which Dudley Shawnee was acting as interpreter, and the said Bentley indicated that it was his desire that all of the said Indians should leave their allotments in Oklahoma Territory and settle elsewhere. I have also conversed with the said W. S. Field, attorney, he also advising that the Indians abandon their allotment here.

JOSEPH (his x mark) BILLEY.

Witnesses to mark:

W. P. DIX.

T. W. ALFORD.

Subscribed and sworn to before me this 12th day of August, 1898.

[SEAL.]

W. P. DIX, *Notary Public*.

(My commission expires March 23, 1902.)

SHAWNEE, OKLA., August 12, 1898.

I hereby certify that I understand and converse in the English and the Absentee Shawnee Indian languages and that I interpreted the foregoing instrument of writing of Joseph Billy, and believe that he fully understood the same before signing, the same being signed by him in my presence.

THOMAS W. ALFORD.

[EXHIBIT K.]

TERRITORY OF OKLAHOMA, *Pottawatomie County, ss.*

Switch Littleax, being first duly sworn according to law, says:

My name is Switch Littleax, I am a full blood member of the Absentee Shawnee tribe of Indians, living on my allotment in Oklahoma Territory. I am a member of the Indian police force of said tribe; am also a member of the "business committee" of the said tribe, composed of seven members thereof, which is authorized to perform certain duties by the tribe. I am familiar with the manners and customs of said tribe in relation to the transaction of business, it being the universal custom for the representative men of the tribe to call a council of all of the adult male members to consider the new business that may come before them, and this is the only manner they have of legally transacting business and making contracts. I was not present nor did I have any notice of a council to be held on or about December 13, 1897, or at any other time wherein it was proposed to employ W. S. Fields as an attorney for the tribe and to pay him out of the tribal funds. I feel sure that no general notice was given for the meeting of the members of this tribe, and that not more than a dozen of the members were present at the meeting. I fully believe that Attorney W. S. Fields and Special Indian Agent Martin J. Bentley were the promoters of this scheme to unlawfully secure certain funds of the tribe as fees for the said Fields, attorney, and that they knew that a large majority of the members of the said tribe would be opposed to said action.

It is the common belief of the said Shawnee Indians, formed from expressions made by the said Special Agent Bentley, that the said Indians will be compelled to abandon their allotments in this Territory and locate elsewhere.

By reason of the regular Sac and Fox agent and Special Indian Agent Bentley having charge of the said Indians, the Indians do not know who is in authority in certain matters, sometimes appealing to one and sometimes appealing to others, which fact is detrimental to the tribe. I believe it would be best and ask that investigation by an Indian Inspector be made of all transactions had by Special Agent Bentley and of his influence in regard to the removal of said Indians.

SWITCH LITTLEAX (his x mark).

Witnesses:

W. P. DIX.

THOMAS W. ALFORD.

Subscribed and sworn to before me this 13th day of August, 1898.

[SEAL.]

W. P. DIX, *Notary Public*.

(My commission expires March 23, 1902.)

SHAWNEE, OKLA., August 13, 1898.

I hereby certify that I am a member of the Absentee Shawnee Indian tribe, and that I converse in and understand the English language and the Absentee Shawnee Indian language, and that I interpreted to "Switch Littleax" the foregoing instrument of writing, and that he seemed to fully understand the same before signing, which was done in my presence.

THOMAS W. ALFORD.

[EXHIBIT L.]

TERRITORY OF OKLAHOMA, *Pottawatomie County, ss:*

Thomas Washington, being first duly sworn according to law, says:

My name is Thomas Washington; I am a full-blood member of the Absentee Shawnee tribe of Indians under the care of the United States Indian agent of the Sac and Fox Agency, Okla.; I am about 56 years of age, and am located on my allotment in the said Territory of Oklahoma; I have long been familiar with the customs and usages of the said Absentee Shawnee tribe of Indians in regard to the transaction of tribal business; it is invariably the rule of the tribe when any new business is to be considered to notify all the male adult members of the tribe to consider in council the business to come before them. I was not notified of a purported council of the tribe held about December 13, 1897, at which it is now said the the said Absentee Shawnee tribe of Indians contracted with an attorney named W. S. Field, and therein agreed to pay him for certain legal work; I had no knowledge of the meeting of the said tribe on said date nor before or since for the purpose indicated; therefore any action taken by the tribe as then represented is null and void, for the further reason that I am informed there were not to exceed twelve members of the said tribe at the said meeting. I am a member of the "business committee" of the said tribe of Indians, composed of seven members thereof.

That the Absentee Shawnee tribe of Indians are much discouraged in their farming operations by reason of countless rumors being continually circulated to the effect that the said Indians will be compelled to give up their allotments in this Territory and remove elsewhere. It is my understanding and belief that Martin J. Bentley, special United States Indian agent, and the said W. S. Field, attorney, are continually expressing the opinion that the said Absentee Shawnee tribe of Indians will be removed elsewhere, and this is the principal cause of the discouragement now existing among the industrious class of the said Indians, since we do not know whether or not we will be allowed to retain our present homes.

THOS. WASHINGTON (his x mark).

Witnesses:

W. P. DIX.

THOMAS W. ALFORD.

Subscribed and sworn to before me this 12th day of August, 1898.

[SEAL.]

W. P. DIX, *Notary Public.*

(My commission expires March 23, 1902.)

SHAWNEE, OKLA., August 12, 1898.

I certify on honor that I understand and converse in the English language, as well as the Absentee Shawnee Indian language, and that I interpreted to Thomas Washington the foregoing instrument of writing, and that I fully believe that he understood the same before he signed the same by mark, which was done in my presence.

THOMAS W. ALFORD.

[EXHIBIT M.]

TERRITORY OF OKLAHOMA, *County of Pottawatomie, ss:*

"Long Man," of lawful age, being first duly sworn according to law, says:

My name is Long Man; my age is about 56 years; I am a full blood member of the Absentee Shawnee tribe of Indians and reside upon my allotment in Cleveland County, Okla. I am a member of the council of the Big Jim band of said tribe.

I was not informed of a council of the Big Jim band held on or about December 13, 1897, when a contract was entered into between the said Indians and W. S. Field, an attorney, of Oklahoma City, Okla., wherein the tribe employed the said Field to perform certain legal work for them, agreeing to pay him a stipulated price therefor. I was, however, present at a meeting of about ten members of the said Indian tribe, including myself, previous to the said date, when the said Field was present and one Martin J. Bentley, special Indian agent; that at that time no contract between the said Indians and the said Field to perform certain legal work was signed. No notice of said meeting of December 13, 1897, was given and I was not present. I am satisfied that said meeting was called for the purpose of signing the said contract with the said Field. I am also certain that only certain members of the Big Jim council were notified to assemble, and did not include more than nine members of the said Indian tribe. I do not believe Martin J. Bentley, special Indian agent, was present when the said contract was signed by the said members.

I am familiar with the customs and habits of the Absentee Shawnee tribe of Indians in relation to the transaction of tribal business, and it is the unvarying rule that all the voting members of the tribe should be notified to be present at a council called to consider the business to come before the meeting. In case the tribe wishes to appoint a committee to act for them, this committee is selected at a council representative of the full membership of the tribe, and whatever powers the tribe wish to convey to said committee are then delegated to them. In this case no general council was called for December 13, 1897, or any other date to consider the employment of the said Field as said attorney, and that the council of the said Big Jim band had no powers delegated to them by the tribe to employ the said Field; and I therefore consider the whole proceeding as irregular and void.

I am somewhat acquainted with Martin J. Bentley, special Indian agent, and believe he has been discouraging the said Indians from improving their allotments, giving out the impression that they would soon be compelled to abandon their allotments and live elsewhere. This influence coming from a Government officer has had a demoralizing effect upon the members of the tribe.

LONG MAN (his x mark).

Signed in presence of:

WALTER H. SHAWNEE.
J. D. F. JENNINGS.

Subscribed and sworn to before me this 16th day of August, 1898.

[SEAL]

J. D. F. JENNINGS, *Probate Judge.*

TECUMSEH, OKLA., August 16, 1898.

I hereby certify that I understand and converse in the English and the Absentee Shawnee Indian languages and that I interpreted to Long Man the foregoing affidavit and believe that he fully understood the same before signing. I further certify that he signed the same in my presence of his own free will.

WALTER H. SHAWNEE.

[EXHIBIT N.]

TERRITORY OF OKLAHOMA, *Pottawatomie County, ss:*

Oc-que-nah-ko-the, No-ten, Ko-ke-tha, and Mass-que-ken-ock, of lawful age, being first duly sworn according to law, depose and say: We are members of the Mexican Kickapoo Indian tribe, located on our allotments in the Territory of Oklahoma, under the care of the Sac and Fox Indian Agency, Lee Patrick being the regular agent.

For more than two years last past Special United States Indian Agent Martin J. Bentley has had charge of allotments, etc. Before the appointment of Bentley as special agent he held at least two councils with us endeavoring to secure power of attorney for the purpose of having our allotments canceled. During the fall of 1897 another council was held for the purpose of having the dissatisfied allottees abandon their allotments and have them sold and with the proceeds purchase cheap lands in Mexico. Many families in our tribe who have heretofore been settled upon their allotments, by reason of the action of Special Agent Bentley in favoring the removal of our tribe elsewhere have left their allotments, given up work, and are ready to leave this country.

We have frequently heard and we believe that numerous councils have been held by said Bentley with the dissatisfied band of our tribe, urging them not to live on their allotments, under the promise that they will soon be removed to other lands that they could hold in common as a home.

Since said Bentley acted as special agent the progressive members of our tribe who are living on allotments have received no aid from the United States in farm implements, horses, or annuity goods, we being told by Bentley that we would receive no further support if we improve our farms; only those who refused to farm would receive aid from the United States. Special Agent Bentley seemed to pick out a few special friends in whom alone he confides. He has a sort of secret-service system, and few seemed to know of his plans. This plan of working is very discouraging to those of us who wish to improve our allotments.

We have been in trouble from the time said Bentley was appointed special agent, and we desire in the future to have only the regular Sac and Fox agent to have anything to do with our affairs. Our tribe has never agreed to the appointment of anyone to act in the office Bentley holds, and we have never agreed to pay any salary for anyone to act in the capacity of special agent.

Following the advice of Agent Bentley, or being discouraged by his acts, many families have left allotments and taken up again the roving life that is natural to us all.

We have been hearing so many stories regarding the sale of our allotments we are made to feel that some great calamity is about to overtake us.

We represent the chiefs and councilmen of our tribe, and appeal for an investigation of all matters connected with our interests.

OC-QUE-NAH-KO-THE (his x mark).

NO-TEN (his x mark).

KO-KE-THA (his x mark).

MAS-QUE-KEN-ACK (his x mark).

Witnesses to mark:

L. BEEMAN.

E. L. BEEMAN.

Subscribed and sworn to before me this 15th day of August, 1898.

[SEAL.]

DE. L. BEEMAN, *Notary Public*.

(My commission expires December 8, 1901.)

McCLOUD, POTTAWATOMIE COUNTY, OKLA, August 15, 1898.

I, Thomas W. Alford, hereby certify that I understand and converse in English and the Mexican Kickapoo Indian languages, and that I interpreted the foregoing affidavit to those who have affixed their signatures thereto and that they fully understood the same before signing, and that the said affidavit was signed in my presence.

THOMAS W. ALFORD.

[EXHIBIT O.]

MAY 17, 1898.

I, Lewis C. Grimes, being duly sworn, depose and say that about three and one-half months ago Martin J. Bentley called me to ourselves and said that there were three quarter sections of land in the Pottawatomie country which were fraudulent, and as soon as he returned from Washington he would put me in a way to get the lands. He was going to start for Washington in a few days. When Bentley returned from Washington he said a Mr. Martell (who is Jerry Simpson's private secretary), was coming here in a few days for the purpose of ferreting out fraudulent allotments and getting them canceled. He said Martell was well posted and knew what he was going to do and for me to be ready to do business when Martell arrived. As soon as Martell came he (Bentley) would come with Martell to my house, and if he could not come he would send Martell alone. When Martell arrived Bentley said the land had all been canceled and covered.

He said he wanted to introduce me to Martell, but Martell thought best to wait until he (Martell) found other fraudulent allotments, and Bentley said

as soon as Martell looked over the records he would find other fraudulent allotments, and he would bring him (Martell) to my house or he would send him up to my house at once.

I only talked with Mr. Bentley but never made any agreement nor done any business with either Bentley or Martell.

L. C. GRIMES.

Subscribed and sworn to before me this May 17, 1898.

[SEAL.]

W. C. JONES, *Notary Public*.

(My commission expires March 3, 1902.)

[EXHIBIT P.]

SAC AND FOX AGENCY, OKLA., *July 14, 1898.*

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.:

We, the chiefs and headmen of the Progressive band of the Mexican Kickapoos, assembled in council this 14th day of July, 1898, denounce the action of one Martin J. Bentley for the manner in which our people are being treated.

When our chief, Ah-que-noc-o-se, was in Washington, about seven years ago, a treaty was made with the Commissioner, and we all agreed on what was to be done. Our understanding at that time was that all of us should go on our allotments and labor for the support of our families. You told us that the desire of the Government was that we settle down, raise stock, and be self-supporting, all of which we have done. Now, the change has come. Instead of encouraging us to stay on our allotments, we are informed that we must go somewhere else; to a new home as it were. Some of our number have left their allotments and gone over to the Kicking band as a result of stories told them by Mr. Bentley.

At the present time we do not know where we stand. Mr. Bentley tells us we are not capable of becoming citizens of the United States; that we can not hold our lands in severalty. All of this is disastrous to our people.

At the time of our treaty we were informed that our agent was located at Sac and Fox Agency, and we always looked to him and received his attention. Up to two years ago our agent furnished us with the necessary implements, plows, wire, etc. When our agent made a request for implements for us a short time ago he was informed that the Department desired Mr. Bentley to disburse our funds. This was the first time that we knew we had two agents, and that Mr. Bentley was appointed and paid from our funds at our request. This we denounce as cowardly proceedings on the part of some one. We have never made a request for an appropriation to the Department through Mr. Bentley, nor have we ever signed any papers to that effect for him or through him.

Mr. Bentley purchased 13 sacks of flour, about 15 pounds of bacon, 1 box soda, and 3 sacks potatoes, which were issued to Pan-o-wa, O-ke-ma-the, and Pah-see. We do not see why these articles were issued to these particular Indians, as they are sufficiently able to support themselves. We protest against the use of our funds in this manner.

We want implements, so that our people can work their allotments. Some time ago Mr. Bentley came with Clark to see us. He said: "I came to have a talk with you. In a short time I will be your agent and Clark will be your farmer." They then left and Mr. Clark has never been to see us since. We understand he spends most of his time with the Kickers. Why should not we be as deserving as the Kickers? We work and try to support our families and do what is right.

We understood that Mr. Bentley was appointed to put the Kickers on their allotments. This he has failed to do, as he is trying his best to keep them in the Caddo country.

We have been shown a letter written by Mr. Field, as attorney of Oklahoma City, saying he was about to receive an appropriation from Washington of \$10,000 to buy teams, wagons, and provisions to be used in removing us to Mexico. We do not know that he has received such an appropriation, but, if he has, we earnestly protest against being removed from our homes.

In conclusion, we ask that you inform us who is our agent and what disposition is being made of our funds.

Very respectfully,

Ah-que-noc-o-se, *Chief*; Noten, *Assistant Chief*; Mesh-que-ken'-ock, Ko-ke-sah, O-ke-ma-a-som, Ah-kah-te-she-mah, Mah-che-ne-ne, A-che-ma-que, Qua-ne-po-set, Ah-ne-she-ne-ne, Pe-o-mos-ke, Pah-ka-se, Ah-che-ko, Pa-pah-se-pe-a, Ke-no-sha-ma, Pem-me-ton, Me-che-kah, Pe-ah-twy-tuck, Kah-kah-tos, Chak-ko-sot, Mah-we-nah, Kah-to-quo-kah, Wah-pe-so, Na-pish-ke, Toc-com-me, Pem-e-pah-hoh-nah, Mah-ke-pah-ke-se, Mah-wah-pah-mah, Pem-me-sah, Pe-ne-she, A-tah-nwah-tuck, Kah-pay-o-mah, Wah-pe-pe-nah, Kah-kah-ne-che-kah.

Witnesses:

HUGH PITZER.

PAYSON S. WHATLEY.

[EXHIBIT Q.]

Whereas on the 13th day of December, 1897, a meeting of certain headmen was held at Big Jim camp on Little River, in Oklahoma Territory, at which meeting said headmen adopted a certain resolution stipulating for the employment of W. S. Field, an attorney at law of Oklahoma City, Territory of Oklahoma, to render professional work on behalf of our tribe at a compensation of \$250 per month and expenses and clerk hire; said employment to continue three months from date of the approval of the contract by the Interior Department; and,

Whereas a certain contract was made and entered into between W. S. Field and the Absentee Shawnees, on the 15th day of December, 1897, in triplicate, by Big Jim and Joseph Blanchard, representatives, to employ W. S. Field at the sum of \$250 per month and expenses and clerk help, to secure to the Absentee Shawnees the counsel, services, and advice of the said Field in the investigation and accounting of various sums of moneys, and in all matters in which said tribe is interested in any and all the Departments of the Government of the United States.

Said contract was approved on March 7, 1898, by Hon. W. A. Jones, Commissioner, and by C. N. Bliss, Secretary of the Interior, on March 16, 1898.

The adults of the Absentee Shawnee Indians in Oklahoma Territory and those elsewhere have assembled in open council on April 26 and on May 16, 1898; these two meetings held for the purpose to discuss and take into consideration certain matters and things in this behalf; and proper notices by messenger, letters, and publication in newspapers given previous thereto to all adults and individual members in Pottawatomie and Cleveland counties and those elsewhere, to be present at a mass convention to be held on May 23, 1898, at Joe Billy's camp in Pottawatomie County, 4 miles west of Shawnee, Okla. The meetings before stated were largely attended, but certain few failing to start or appear, on account of the recent floods and washouts, deemed best to suspend the action until the above date, when each and every individual should be present; and we the Absentee Shawnee Indians, are now assembled in council on this 23d day of May, A. D. 1898, at the place heretofore designated:

Resolved by the members of the Absentee Shawnee Indians in Oklahoma Territory, in mass Convention:

Whereas on 13th day of December, 1897, the meeting of certain headmen at Big Jim Camp was officially reported as conducted according to our manners and customs; that proper notice was given, and that the unanimous vote of the presumed council expressed the wishes of all our people, and that that council unanimously by vote adopted a certain resolution, of which the following is given as a copy:

At a council of the Big Jim band of the Absentee Shawnee Indians of Oklahoma Territory, held after due notice according to the manners and customs of said tribe, on the 13th day of December, 1897, all the headmen and councilmen of said tribe being present, it was—

Resolved, That whereas the Government of the United States has made numerous treaties with the Shawnee tribe of Indians, of which we are a part and by said treaties the United States guaranteed to us the payment of various sums of money and the undisputed possession of certain tracts of land, and

we believe that the terms of said treaty have not been complied with and that we have been deprived of our land wrongfully, and that there are large sums of money due us; and being desirous of having all of said treaties examined and investigated, and of having an accounting of funds due us under the various treaties heretofore made; and it appearing to us that it is necessary for us to have the assistance of counsel in said investigation and accounting, and to appear before Congress and the various Departments of the Government: Therefore,

Be it resolved, That W. S. Field, of Oklahoma City, Territory of Oklahoma, be employed as counsel of said Big Jim band of Shawnee Indians for the period of three months from and after the date of the approval of a contract hereinafter mentioned; and that he be paid for his services the sum of \$250 per month and the further sum of his expenses incurred in the execution of the duties imposed upon him, to examine all treaties heretofore made between the United States and the Shawnee tribe of Indians, and to determine whether or not the terms and conditions of said treaties have been complied with, and to determine whether or not all payments of annuities and other monies provided to be made to said Indians by treaty or by acts of Congress have been properly made, and to appear before the various Departments of the Government in their behalf. Said compensation of \$250 per month and said expenses above provided for to be paid on proper vouchers monthly, out of any funds now due to said tribe from the United States or out of any other fund which the Secretary of the Interior may direct;

Be it further resolved, That Big Jim and Joseph Blanchard be, and they are hereby, directed, authorized, and empowered to enter into said contract for and on behalf of said tribe of Indians with the said W. S. Field, as above stated. And the item of expenses above mentioned shall include the cost of employing necessary assistance to the said W. S. Field, which the said Field is authorized and empowered to employ.

Dated this 13th day of December, 1897.

BIG JIM (his x mark), *Principal Chief*,
JOSEPH BLANCHARD (his x mark), *Official Interpreter*.
JOHN TAYLOR (his x mark), *Councilman*.
LITTLE CREEK (his x mark), *Councilman*.
JOHN WELSH (his x mark), *Councilman*.
PECAN (his x mark), *Councilman*.
JACKSON CLARK (his x mark), *Councilman*.
GEORGE PECAN (his x mark), *Councilman*.
BOB WHITE (his x mark), *Councilman*.

Resolved further, That pursuant to said above and foregoing alleged resolution, said Big Jim and Joseph Blanchard have entered into a contract with said W. S. Field, binding full compensation as above set forth.

Also that one Martin J. Bentley, as assistant special United States Indian agent, vouches officially for veracity of the proceedings as follows:

SHAWNEE, OKLA., *January 1, 1897.*

I, Martin J. Bentley, assistant special United States Indian agent, do hereby certify that I am personally acquainted with each and every member of the council of the Big Jim band of Absentee Shawnees in Oklahoma Territory; that I am acquainted with the manners and customs of said tribe in relation to the calling and conducting of their councils; that I was present at a council of said band of Indians on the 13th day of December, 1897, at which time the annexed resolution was passed and signed by said council; that at that time each and every member of said council of said band was present; and that the said resolution was passed by said council by unanimous vote, and that the same expresses the unanimous will of said council and of said tribe; and that said council was called and held according to the manners and customs of said tribe.

MARTIN J. BENTLEY,
Assistant Special United States Indian Agent.

Resolved, That the Absentee Shawnee Indians never did consider nor recognize themselves as classed into independent tribes, nor that the proceedings by any band could bind our people, and that we retain in any and all public matters the unreserved authority to act as a people;

Be it further resolved, That Big Jim band is not an independent tribe, but a portion of this people, and are invested with no power to act separate, distinct, and in all our names;

Be it further resolved, That according to our manners and customs proper notice must be served in all our settlements ample time previous to holding of a council; also that particular nature of matter to be discussed and adopted must be set forth, and that such meeting must be held and conducted openly, where any individual may be present;

Be it further resolved, That the action of said headmen, employing an attorney to render professional work, as set forth, be and is hereby denounced as a cowardly proposition and null and void of any authority. We listened to these gentlemen speak: Joe Billy, twenty-eight years a speaker, and second chief; John Scott, councilman; Long Man, councilman, and Messrs. Snake Man and Little Doctor, most prominent members within 1 and 2 miles of camp, in substance knowing nothing of the said council officially reported and not present; that we know proper headmen and Absentee Shawnee people had not anything to do with it; and

Be it further resolved, That what seems to be reliable in connection with the said contract is that Big Jim and Joseph Blanchard are personally responsible for the entire proceeding, as Mr. Field desired the said persons to go with him to Washington City; that we declare in Big Jim and Joseph Blanchard dishonorable men, and recognize the fact that if in their power would rob us of our homes. Those individuals assert upon recent arrival from Washington City that every Absentee Shawnee must turn over his land to said Big Jim, who will relinquish it to the Government, and that the Absentee Shawnees are to occupy reservations in common with the Comanches and Kiowas;

Be it resolved further, That we seriously question the honesty, fidelity, and good faith of the said W. S. Field; that said contract alleged and time of adoption of said resolution alleged is unknown to any individuals here assembled and are certain no notice of the said proceedings was given, nor therefore could the said meeting have been called, held, and conducted, according to our manners and customs; and

Be it further resolved, That we recognize in one Martin J. Bentley, assistant special United States Indian agent, a tool for the said W. S. Field, a Federal officer riding monthly on railroad pass to Washington City, filling a responsible official position created to civilize the Indians, not to rob them;

Resolver further, That, sincerely believing the whole proceeding fraudulent, responsible only upon said Big Jim and Joseph Blanchard, we condemn and denounce its approval because unwarranted, and bearing no evidence of ratification by the Absentee Shawnees; nor was the opportunity given for the discussion and consideration of the contents and purport thereof, and if it was presented at the Indian Office should have at once been returned for investigation and our approval; that we strongly protest against the allowance of the enormous compensation, when the employment could render us no service, and that we resist the payment of said compensation, amounting to \$975 as stipulated in said contract; and that we notify the Indian Department not to pay out any money now or hereafter belonging to the Absentee Shawnees, and that a copy of these resolutions be forwarded to the honorable Commissioner Indian Affairs and the Secretary of the Interior.

THOS. W. ALFORD,

Chairman of Business Committee.

Joe Billy (his x mark), chairman of Absentee Shawnee council; White Twinkey (his x mark), ex-chief; Thomas Rock (his x mark); Charley Starr; Si-kaw-wah (or Segar) (his x mark), councilman; Billy Panther (his x mark), councilman; James Warrior (his x mark); Sam. Wilson (his x mark); Joe Charley, councilman; John Scott (his x mark), councilman; Ben Bullfrog (his x mark); Jim Little (his x mark); Doctor John (his x mark); John Foreman; William Shawnee, interpreter; Long Man (his x mark), councilman; Edwin Ellis (his x mark), councilman; John Spy-buck (his x mark); Shoney Little-bear (his x mark); Peter Washington (his x mark); Sargeant Ellis (his x mark); Don Dirt (his x mark); William Jenson (his x mark); Tom Wentworth (his x mark); Martin Starr (his x mark); Charley Beaver (his x mark); Walter H. Shawnee, secretary "business committee"; Edward Fry; Collins Panther

(his x mark); William Little Axe (his x mark); Blue Coat (his x mark); Switch Little Axe (his x mark); Chi-ka-tha (Long Man, jr.) (his x mark); Chester Logan; William F. Hodgal; Elephant (his x mark); Winnie neark Rolette (his x mark); Joe Co nalles (his x mark); George Coon (his x mark); Benjamin Welsh (his x mark); Cedro Co nalles; Louis Tyner; Thomas Washington (his x mark); Little Doctor (his x mark); Snake man (his x mark); Billy Johnson (his x mark); Dich Ellis (his x mark); Peter Brady (his x mark); Frank Foreman (his x mark).

I hereby certify that the above and foregoing resolutions were adopted by the Absentee Shawnees in council this 23d day of May, 1898.

DUDLEY H. SHAWNEE,
Clerk Absentee Shawnee Council.

EXHIBIT No. 34 [Goode].

UNITED STATES INDIAN SERVICE,
Shawnee, Okla., October 3, 1898.

Hon. C. N. BLISS,
Secretary of the Interior, Washington, D. C.

DEAR SIR: Referring to your letter of the 10th of September last, transmitting letters from S. M. Brosius, making certain charges against Assistant Special Agent M. J. Bentley, of the Sac and Fox Agency, supporting the same by affidavits, you ask that I make a very careful and thorough investigation of the charges made by Mr. Brosius, and also investigate Mr. Bentley's manner of performing his official duties, generally and in detail. You also ask that I furnish you with a detailed statement showing what Mr. Bentley has induced his Indians to do, giving names of those of his Indians who have been induced to establish homes, and list of improvements they have each made, etc.

In response to these instructions, I now have the honor to report that I arrived, if memory serves me correctly, at this place, the most convenient of any of access to Mr. Bentley and his Indians, on the 21st day of September, and ordered that notices be given out calling for a council of the Kickapoo Indians and Big Jim's band of Absentee Shawnee Indians, to be held at the Kickapoo village or camp, a distance of some 16 or 18 miles from Shawnee, on the 23d of the month, and meanwhile I visited and inspected the Absentee Shawnee school, located within 3 miles of Shawnee, report of which investigation has been forwarded to you.

I also telegraphed to Mr. Brosius, whose home is at White Cloud, Kans., asking if he desired to be present. To this telegram I received no reply, but I was afterwards informed that he had left town, whether permanently or not I don't know.

In accordance with the arrangements above referred to, I met the Kickapoo Indians in council on the 23d and 24th days of September, and on the latter day the Absentee Shawnees were also present, and read Mr. Brosius's charges to them, and had the same duly interpreted in the presence of several interpreters.

Mr. Brosius's first charge, in substance, is that Mr. Bentley is thwarting the good intentions of the United States by leading the Indians to believe that they can dispose of their allotments and secure other reservation lands to be held in common.

Second. That numerous families of the said tribes, believing the representations thus made, have abandoned their allotments already improved and again embraced the shiftless life they formerly led.

In support of these charges Mr. Brosius produces the affidavit of Thomas Alford, Exhibit B. I took occasion to call upon Mr. Alford and took his affidavit on the matters referred to, which will be found on pages 16, 17, 18 of testimony taken by me. Whether Mr. Alford's testimony is entitled to credence or not, he is an educated Indian, but he is evidently very much prejudiced.

Exhibit P of Mr. Brosius's testimony, being a purported council of progressive Kickapoo Indians held at Sac and Fox Agency 14th of July, 1898, also bears on this subject as proof of the charges.

As to this affidavit, I have to state I have examined every Indian I could find whose name appears to the purported proceedings of council, including the chief, whose testimony will be found on page 3, with two others on same page, and eight others whose testimony will be found on pages 8, 9, and 10 of testimony taken by me, all stating that they know nothing of said paper and never signed it.

Charge 4 is practically the same as the others, and is supported by Exhibit N. This is covered by testimony on pages 1, 2, 6, 7, and 8. No ten, a progressive Kickapoo, on page 6 says Brosius claimed to have been sent by the Department to come here, and the Indians seemed to believe him to have been a Government officer.

Fifth. Mr. Brosius charges that much laxity exists in the manner of disbursement of issue of goods, property being issued without being branded. An investigation may reveal the fact that Government property handled by said Bentley has been sold by him, notably a wagon, mules, and harness, bought last winter and never issued. Bentley answers this accusation as to the mules by bringing forward the Indians who got the mules. See pages 16 and 17. There were but three mules in question. As to the wagon, it was one owned by Mr. Bentley and loaned for a while, finally taken back, and sold. The charge of laxity is indefinite, specifying nothing in particular.

Sixth. It is thought Mr. Bentley has established a system of paying Indian funds due them by issuing orders on merchants, thus affording abundant opportunity for gain to himself by division of profits, etc.

Mr. Bentley's answer to this charge is the presentation of the account of J. W. Robertson, with whom he deals, as taken from his books from April to September, where it appears Mr. Bentley is charged with the goods for the Indians as named specifically in the account. These Indians, it appears, as they sell a load of hay, pumpkins, melons, or any other produce, and perhaps as they receive lease money, will go each for himself and pay part or all the account as he is able to, and thus it appears by the statement that out of an account of \$198.25 \$140.10 has actually been paid by the individual Indians as they have been able to do so, and for the balance of \$58.15 Mr. Bentley stands as surety. The prices charged for these goods seem to me to be very reasonable. The aforesaid account will appear in Exhibit A.

Seventh charge in substance is that no care is exercised to settle these Indians on their allotments and they become discouraged to find they are not on their own lands and abandon the new way pointed out by those who have the interest of the Indian at heart. Mr. Bentley's answer to this is the fenced farms and inclosures where two years ago the reservation was a wide stretch of open prairie. It does, however, sometimes happen that a man and his family, possibly his son and his family, while having these lands all allotted individually, and they may be adjoining, for convenience may actually all domicile on one allotment, using the others for pasturage, for hay, or for cultivation, as the case may be, carrying out the spirit of the law and the intention of the Government. In fact, in many cases the allotment of a member of the family may not be suited to cultivation, but rather to pasture. It may not have a good building place, but to combine two or three allotments in one will give the family a farm well divided and adapted for farming purposes. The Indians do not become discouraged on this account, nor do they abandon the "new way" because of this liberty, which is in direct line with their wishes. These cases are claimed to be the exception rather than the rule.

Charge 8, to the effect that Mr. Bentley advises the Indians to educate their own children and not send them to the schools provided for them, etc.

Bentley's answer is that the contrary is true; that the Kickapoos are a very superstitious people, and to insist on making a wholesale move all along the line—sending the police to take the children by force to school—would destroy the purpose of the Government to settle them on homes of their own. They would, in such case, undoubtedly abandon their homes; that this is one of the cases where making haste slowly is the surest way to accomplish the greatest good. He claims to have encouraged the Indians in the line of education as fast as circumstances will admit, even to the extent, on one occasion, of taking Indian children in his own carriage and carrying them to inspect the Government school, and induced two Kickapoo boys to remain in school; and two others, for whom Mrs. Bentley is guardian, are in one of the mission schools; that he is deeply interested in the education of these children, and is making a slow but sure move toward the desired result.

Ninth. That said Bentley's advice is confusing the Indians, not knowing what the intention of the United States is regarding their welfare.

Answer. This charge is indefinite and covers an immense field, perhaps the entire typewritten testimony embracing 60 pages will apply here.

Tenth. That said Bentley does not give the attention to the Indians under his care that his position contemplates, long periods elapsing during which he is not on the lands where the Indians are located, one instance being reported where he is said to have been absent for a period of two and one-half months.

Answer. See testimony of L. E. Cooley, county superintendent of public instruction, pages 38 and 39; also that of George M. Young, page 40. Mr. Bentley also states that whenever he has been absent for a longer or shorter time it has almost always been in the interest of his Indians. The two and one-half months' absence with which he is charged must have been six weeks only in Washington on leave of absence in the direct interest of his Indians. (See testimony of J. W. Wayne, p. 42.)

Charge No. 11 and accompanying papers cover some 10 pages, but may be summarized thus, that the said Bentley approved the action of one W. S. Field, an attorney, wherein a contract was secured from certain members of the Absentee Shawnee tribe of Indians, wherein they agreed to pay the said Field certain funds for his services as attorney. The complaint is that a council was held and the resolution employing Field was adopted and received the certificate of Mr. Bentley as follows, viz:

"SHAWNEE, OKLA., January 1, 1897.

"I, Martin J. Bentley, assistant special United States Indian agent, do hereby certify that I am personally acquainted with each and every member of the Big Jim band of Absentee Shawnees in Oklahoma Territory; that I am acquainted with the manners and customs of said tribe in relation to the calling and conducting of their councils; that I was present at a council of said band of Indians on the 13th day of December, 1897, at which time the annexed resolution was passed and signed by said council; that at that time, each and every member of said council of said band was present, and that the said resolution was passed by said council by unanimous vote, and that the same expresses the unanimous will of said council and of said tribe, and that said council was called and held according to the manners and customs of said tribe."

The resolutions referred to appear in full accompanying the charges and hardly need be copied here.

Mr. Bentley claims that this council only included the "Big Jim band" of Absentee Shawnee Indians, and had no reference to the "White Turkey band" whose resolutions were signed by Thos. W. Alford, "Chairman of business committee;" that, in fact, the Absentee Shawnees, taken as a whole, do not constitute the Shawnee tribe, but rather the "Absentee band of Shawnees;" that this band in turn is divided into what is called "The Big Jim band" and the "White Turkey band;" that the word tribe as used in either case, is technically wrong, but is usually meant only in the sense of band; that in the certificate referred to, he has used the word band and "Big Jim's band" first in his certificate; he speaks of being present at a council of said band, but afterwards erroneously uses the word tribe; but that there need be no mistake on this line as he each time speaks of said tribe, which according to any correct construction of language, the word tribe not being first used, would mean the Big Jim tribe, and synonymous with the term "The Big Jim band." See Big Jim's testimony and five of his councilmen, constituting a majority, pages 11, 12, and 13. See also testimony of Robert Deer, page 14; also Dudley H. Shawnee, clerk of White Turkey band, page 15; also of William E. Shawnee, member of White Turkey band, page 21; also Billy Panther, a White Turkey, pages 36 and 37. Wm. Shawnee, the interpreter for White Turkey band, page 46. Billy Panther's testimony may be valuable in referring to the charge No. 1, accusing Mr. Bentley of encouraging the Indians in the belief that they may dispose of their allotments, remove elsewhere, and get reservation lands in common.

As regards the general accusation that Mr. Bentley neglects his business, is of no service to the Indians, and a detriment to the Government, reference is made to the testimony of W. S. Search, president of Shawnee National Bank, page 35, and C. J. Benson, his cashier, page 57. J. H. Maxey, president First National Bank of Shawnee, page 49, and C. M. Cade, his cashier, page

52. See testimony of O. S. McEwan, one of the passenger conductors of the Choctaw, Oklahoma and Gulf Railway, who runs his train regularly through the Kickapoo lands, and has done so since before Mr. Bentley had charge of the Indians, page 47; also testimony of J. W. McLoud, general solicitor of same road, pages 58 and 59.

Henry Wood, general manager of same road, page 60, as covering points already touched and not touched reference is made to testimony of E. W. Sweeney, pages 50 and 51. Pan-o-wa, a Kicking Kickapoo, whose testimony is important, page 44.

Sidney Schram, a farmer of good reputation, page 43; O-ke-ma-them, a progressive Kickapoo, page 41; Joseph Whipple, a progressive Kickapoo, page 29; O-ke-ma, Kicking Kickapoo, page 28, who has 500 acres fenced for himself and family.

Kah-kah-sho-co-me, high councilman of Kicking Kickapoo. Please read what he says about these charges in which he recognizes the wolves he was warned against while in Washington.

Richard A. Timmons, ex-county surveyor, page 26. William F. Ramseler, farmer on Kickapoo land, page 23. O. G. Lee, real estate man, first county clerk of this county, page 22. G. W. Adams, an attorney at Shawnee, also a farmer, page 19. E. G. Phelps, printer and newspaper man, page 18. Par-the, a Kicking Kickapoo, page 17; he and his family have 240 acres inclosed. Lewis C. Grimes, an extensive farmer on Kickapoo lands, page 4.

I have thus gone through with the testimony actually taken in Mr. Bentley's case, but may say that numbers of men that I believe bear good reputations have stood ready and evinced a willingness to testify to Mr. Bentley's integrity and efficiency as well as absolute devotion to his wards. If an Indian is in trouble he goes to the rescue. He furnishes his own means of transportation; has, I am told, worn out one buggy in the service; he furnishes his own office by securing a desk in an office of a generous man of the town. He can not be with the Indians and also attend to the clerical work of the office. He employs an Indian clerk at his own expense, and what is peculiar about him, he employs one of his enemies, who gave testimony sustaining the charges of Mr. Brosius, as his confidential clerk. (He carries his office papers in his satchel to and from home every day.) I called upon this clerk to testify and his testimony appears on page 15. I have been over the lands and observed them along the road as much as I felt that my time would permit. In one inclosure of Kicking Kickapoos, I find a good pasture located close to town, where the stock of the townspeople is pastured at a certain price per head. In another is cultivated ground; in another is a hay field, with large stacks of hay ready for market; in one close by town is a race course and fair ground leased by the Indian; also the circus managers desiring to show in Shawnee must pay tribute to a Kicking Kickapoo for a place to hold forth near town. I have myself seen these Indians in town during my short stay, with wagons loaded or partly loaded with something to sell. I believe Mr. Bentley to be very particular that the lease money goes into the hands of the Indians, and that while he goes personal security for the payment of purchases made by the Indians, he will not even retain the money of the Indians, when in his hands, to secure himself. It may with a good deal of propriety be asked, Why will Mr. Bentley so interest himself on the behalf of those Indians on a salary of \$1,200? I believe this question can only be answered, so far as anything has come under my observation, that in the better sense of the term he is an Indian "crank;" and my impression now is decidedly that he should not be interfered with by the Sac and Fox agent in anywise; that his employees should be absolutely under his own control, and paid by himself. To illustrate, the Sac and Fox agent employing the farmer and detalling him for Mr. Bentley's use can exercise an influence over him very prejudicial to Mr. Bentley's management. He can call him away at pleasure, as he has done now, probably to settle with him at the close of the quarter; but it should take but two days for this, and even this time might not be lost were Mr. Bentley paymaster for his own employees. And in the detail of a policeman, Mr. Patrick sends an Indian who has served a term in the penitentiary for stealing from a Kicking Kickapoo, and of course he can be of no service among the Kickapoos.

Referring to the latter part of your instructions, that I furnish you with a detailed statement showing what Mr. Bentley has induced each Indian to do and what he has done for them, giving names, etc., I refer you to Mr. Bentley's verified statement made under my own supervision, which is believed to account for every Kicking Kickapoo, and very many of the progressives.

I am of the opinion that Mr. Bentley is doing a grand work for these Indians, and I fear it is hardly appreciated. He should, in my judgment, be liberally supported. I think the testimony will convince the honorable Secretary that the charges against Mr. Bentley are not sustained. I recommend that in the interest of the service and in justice to Mr. Bentley, that he be allowed a clerk, an office, and a team and buggy, and that he have entire charge of all the Kicking Kickapoos, and also the progressive Kickapoos, including their lands, leasing, etc.

I am, very respectfully, your obedient servant,

CYRUS BEEDE,
United States Indian Inspector.

I mail the evidence under separate cover, and return the papers accompanying your letter in still another envelope.

EXHIBIT No. 35 [Goode].

SHAWNEE, OKLA., September 29, 1898.

HON. CYRUS BEEDE,
United States Indian Inspector.

SIR: In compliance with your request for a detailed statement as to what the Indians have actually done themselves under my direction, and what I had done for them, I have the honor to submit the following report:

INDIANS WHO ARE LOCATED UPON AND IMPROVING THEIR ALLOTMENTS.

270. Okema; E. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of sec. 24, Twp. 10 N. of R. 3 E.

271. Thi-the-puah: W. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of sec. 24, Twp. 10 N. of R. 3 E.

272. Tho-kah-muck: E. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of sec. 24, Twp. 10 N. of R. 3 E.

273. Na-kah-piah: W. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of sec. 24, Twp. 10 N. of R. 3 E.

274. Pah-kah-tuck: Lots 1, 2, 5, of sec. 25, Twp. 10 N. of R. 3 E.

275. Mesh-smah-the-puah: Lots 3, 4, 6, and 7, of sec. 25, Twp. 10 N. of R. 3 E.
Total acreage, 477.61 acres.

The above lands belong to Okema and family and were inclosed by him and family with a substantial barbed-wire fence erected by the Indians, amounting to over 3 miles in length, except that one white man by the name of Paeter did assist Okema in erecting less than half a mile of this fence, and for which labor Okema paid him. The white man did only a minor part of the work on the half mile. These Indians have 18 acres in cultivation, upon which they have raised a fine crop of corn and other farm crops during this and last season. The labor in making this field was performed entirely by the Indians, except about 6 acres of land which was of such nature that Oke-mah's team could not break it. The white man who did break the 6 acres was paid in hay belonging to Oke-mah.

This land is in two fields, one of 13 and the other of 5 acres. These fields were inclosed by Oke-mah with a substantial barbed-wire fence of three wires.

Oke-mah keeps and milks a cow and has erected a calf pen, hogpen, and has corrals and other farm improvements.

This family, in addition to cultivating 18 acres of land, earn a considerable support by taking in horses and cattle from the town people of Shawnee to graze.

I have had a well bored on this tract of land, which furnishes a good supply of cold water.

These Indians moved upon this allotment and began work in October, 1896, since which time all this improvement has been made. This family's revenue from grazing amounts to \$150 per annum.

276. Pem-e-tum-wah: Land not occupied. A single man and lives with his mother.

277. Ah-ke-na-mah-tho: Has part of her land leased and lives with her mother.

278. Wah-she-hone: Very old and infirm. His land, the W. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ of sec. 24, Twp. 10 N., of R. 3 E., is under fence and occupied by his nephew, No. 280, who has opened a field and put 10 acres in cultivation.

279. Wan-neth-the: Dead. Land leased by heirs at \$30 per annum.

280. Wah-pe-che-quah: W. $\frac{1}{2}$ of the NE. $\frac{1}{4}$ of sec. 31, Twp. 13 N., R. 1 E. Poor, slim oak; sandy land.
281. Pah-ko-ne: E. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ sec. 31, Twp. 13 N., R. 1 E. Forty acres leased and in cultivation.
2883. Na-mah-e-to, minor: W. $\frac{1}{2}$ of NW. $\frac{1}{4}$ sec. 31, Twp. 13, N., R. 1 E. Forty acres leased and in cultivation.
283. No-ah-ka-quah, minor: W. $\frac{1}{2}$ of SW. $\frac{1}{4}$ sec. 31, Twp. 13 N., R. 1 E. Leased and in cultivation.
284. Pah-ka-no-quah: E. $\frac{1}{2}$ of SW. $\frac{1}{4}$ sec. 31, Twp. 13 N., R. 1 E. Leased and in cultivation.
285. Pe-nee: E. $\frac{1}{2}$ of NW. $\frac{1}{4}$ sec. 9, Twp. 10 N., R. 3 E. Married to Wisconsin Pottawatomie Indian and lives with her husband in that State.
269. Mah-nah-sah-kah, dead: W. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 24, Twp. 10 N., R. 3 E. Land leased by his mother Mary Penetho, at \$54 per annum.
268. No-ni-e-kit, minor: E. $\frac{1}{2}$ of NW. $\frac{1}{4}$ of sec. 24, Twp. 10 N., R. 3 E. Leased and improved, at \$54 per annum.
267. Pah-pe-shick: E. $\frac{1}{2}$ of the NE. $\frac{1}{4}$ of sec. 24, Twp. 10 N., R. 3 E. Allottee dead. Land lies immediately west of Shawnee. Is inclosed with barbed-wire fence, part of it three and part four wires. Fence erected by people of Shawnee for the privilege of holding Fourth of July Celebration, July 4, 1897. This applies to that portion lying north of the Choctaw, Oklahoma and Gulf Railroad right of way and containing about 38 acres. Balance of this 80-acre tract south of the railroad fenced by railroad company, on the north by lessee on adjoining land, on the west, south, and east sides fenced by white persons and paid for by grazing their stock, at \$1 per month. This tract of less than 40 acres paid the heirs a revenue of more than \$12 last year, in addition to paying for material and erecting fence along the east and south sides.
266. Pe-nee-she: Lot 7 and NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 23, Rwp. 10 N., of R. 3 E. Allottee has a Sac and Fox wife and lives among her people. Leased for \$30 per annum.
265. Pah-pe-quah, minor, deceased: Land not leased.
264. Pah-ke-che-moke: Lots 3, 4, and 5, sec. 23, Twp. 10 N. of R. 3 E. Minor child. Leased at \$25 per annum.
263. Wah-pe-ke-che: Lots 1 and 2, sec. 23, and SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ sec. 23, Twp. 10 N. of R. 3 E. Not occupied.
262. Tah-nah-ke-ah: Lots 2, 3, and 4, sec. 15, Twp. 10 N., R. 3 E. Too poor and sandy to be leasable.
261. Kah-sho-kah-me: E. $\frac{1}{2}$ of NE. $\frac{1}{4}$, sec. 15, Twp. 10, R. 3 E. Poor, sandy, rough land; not occupied.
260. Ah-na-tha-hah-quah: N. $\frac{1}{2}$ of NE. $\frac{1}{4}$, sec. 14, Twp. 10, R. 3 E. Leased for \$25 per annum.
259. Ne-kah-na-plit: N. $\frac{1}{2}$ of the NE. $\frac{1}{4}$, sec. 14, Twp. 10, R. 3 E. Allottee old and infirm; lives at "village." His land occupied by Ke-ah-tah-pe, a Mexican Kickapoo, who received no allotment here. This Indian has made a field of about 4 acres; has erected a wire fence around the tract.
258. Me-na-niesh: Lot 4 and SE. $\frac{1}{4}$ of NE. $\frac{1}{4}$, sec. 14, Twp. 10, R. 3 E.
257. Ko-ke-kah-huck: Lots 5 and NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 14, Twp. 10, R. 3 E.
256. Pah-the: S. $\frac{1}{2}$ of SE. $\frac{1}{4}$, sec. 14, Twp. 10, R. 3 E. These three tracts of land are occupied and have been improved by Pah-the and his boy. The entire tract, containing about 240 acres, is inclosed with a substantial fence of three wires, erected by Pah-the and his boy. They have broken and put in cultivation a field of about 20 acres, which they inclosed with a barbed-wire fence of three wires with posts 18 feet apart. They have an orchard of over 200 thrifty growing apple and peach trees of standard varieties. They have also fenced 40 acres of hay land off to itself, and also have a pasture inclosed. They have erected a substantial Indian house with lumber sides and bark roof; have a large corn crib that they built and erected themselves, and have excavated and built a splendid dugout or cellar in which to keep vegetables through the winter. They have graded and made roads across the several gullies on this tract; have constructed good and secure wire gates, and have two large wooden gates. They, with the Kickapoo farmer's assistance, have drilled a well 35 feet deep, which furnishes them an abundant supply of good water. Prior to July, 1896, not a furrow had ever been turned nor a fence post set on this tract of land. All the above-described improvements have been made since the above date. These Indians now have an abundant supply of corn, beans, sweet and Irish potatoes, peanuts, and pumpkins. From a start two

years ago of a rooster and two hens they now have 76 fowls. This family have hauled and sold on the streets of Shawnee during this season, green corn, melons, Irish and sweet potatoes, cord wood and stove wood, and hay.

255. Wah-e-the-ah: N. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ sec 13, Twp. 10, R. 3 E. Allottee aged and deaf, and other allottees who have no hay land on their allotments have cut the hay on this entire 80-acre tract, upon which now stand 12 large ricks of hay.

254. Chuck-e-kin-ah-a: S. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ sec. 13, Twp. 10, R. 3 E. Minor child. Land leased at \$40 per annum, under fence, 20 acres broken, good well of water 55 feet deep, good frame house, stables, etc.

253. Ma-tin-a-ya, minor child: N. $\frac{1}{4}$ of SW. $\frac{1}{4}$ sec. 13, Twp. 10, R. 3 E. Parent occupies this allotment in connection with her own.

252. Kah-kah-to-the-quah: S. $\frac{1}{4}$ of SW. $\frac{1}{4}$ sec. 13, Twp. 10, R. 3 E. Under substantial fence erected by Indians. Field opened by Indians of about 12 acres, which is inclosed by a substantial barbed-wire fence erected by Indians. They have planted in this field an orchard of 250 thrifty, growing apple and peach trees (budded and grafted). They, the allottee and her children, live in a black jack grove, in which they have erected a corral and have cut out the lower limbs and brush, having erected a permanent Indian house. During the year 1897 I had a well 50 feet deep bored for this widowed allottee and her children, which furnishes water abundant for themselves and stock.

251. Ke-ah-quah-huck, deceased husband of No. 252: S. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 13, Twp. 10, R. 3 E. Same Kicking allottees during the fall of 1896 erected a barbed-wire fence of three wires along the east and south sides of this tract. Afterwards the widow of the allottee leased this 80 acres for \$50 per annum. It is now all fenced, has a good house on it, and 40 acres in cultivation.

250. Wah-nah-ke-tha-hah: N. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 13, Twp. 10, R. 3 E. Fence erected along east and west ends of said tract, after which allottee married and went to live on his wife's allotment and leased his land for \$50 per annum.

249. Chuck-ke-quah-ah-tha, child of 248, died in 1895: S. $\frac{1}{4}$ of SW. $\frac{1}{4}$ sec. 12, Twp. 10, R. 3 E. Leased by mother, sole heir, at \$40 per annum. Forty-five acres of land broken, good house, good well, stables, etc.

248. Tah-ah-kah-me: N. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 12, Twp. 10, R. 3 E. Being a woman, is unable to occupy her land. Sold hay crop this year for \$20.

247. Pah-me-na-ko-the: S. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 12, Twp. 10, R. 3 E. Has made a field and lives on a widowed relative's allotment. Sold hay crop this year on above tract for \$20.

246. Shuck-e-quah: N. $\frac{1}{4}$ of NE. $\frac{1}{4}$ sec. 12, Twp. 10, R. 3 E. Minor child of Kicker parent, who has more hay land than he can cut. Sold hay crop from this land for \$20.

245. Puck-ke-shin: S. $\frac{1}{4}$ of NE. $\frac{1}{4}$ sec. 12, Twp. 10, R. 3 E. Minor child of widowed mother. Sold hay crop for \$20.

244. Ne-pah-hah: N. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 12, Twp. 10, R. 3 E. Woman allottee. Sold her hay crop this season for \$15.

243. Kish-ke-nic-quah: S. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 12, Twp. 10, R. 3 E. Having been unable to procure from the Government necessary wire and equipment to enable this allottee to occupy and improve his land, and he being a partner with another Indian, who had a team and implements, I permitted this Indian to sell his hay crop for \$15.

242. Pahe-nah: W. $\frac{1}{4}$ of SW. $\frac{1}{4}$ sec. 11, Twp. 10, R. 3 E. Is the wife of a progressive Kickapoo, who lives upon his allotment, 18 miles from this tract. I permitted her to sell her hay crop for \$20.

241. Tah-pah-the-a: E. $\frac{1}{4}$ of SW. $\frac{1}{4}$ sec. 11, Twp. 10, R. 3 E. Aged Squaw. The hay on her land was made on shares and by the Indian family with whom she lives.

240. Ma-ka-se-ah: W. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 11, Twp. 10, R. 3 E. Minor child of Kicking parent, who reserves this land for its hay.

239. Mah-ta-pen-ne: E. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 11, Twp. 10, R. 3 E. Minor child of 237. Parent now occupying this tract, upon which he has made and now has several large stacks of hay.

238. Pum-y-tum-moke: W. $\frac{1}{4}$ of NE. $\frac{1}{4}$ sec. 11, Twp. 10, R. 3 E. Being a woman and the wife and mother of other Indians who had more hay land than they could manage to cut, I permitted her to sell her hay crop for \$20.

237. Pah-ko-tah: E. $\frac{1}{4}$ of NE. $\frac{1}{4}$ sec. 11, Twp. 10, R. 3 E. Was permitted to sell hay crop for \$20, for the reason that he had more hay on other lands belonging to the family than he could cut, and it was in a better location.

236. Meck-ke-kah: E. $\frac{1}{2}$ of NW. $\frac{1}{4}$ sec. 11, Twp. 10, R. 3 E. Was permitted to sell his hay crop for \$19, for the reason that he was physically unable to labor.
235. Peah-twyh-tuck: W. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ sec. 11, Twp. 10, R. 3 E. Leased through me when I was assistant to Special Agent Oglesby.
234. Chuck-ko-skush: Lots 1 and 2, sec. 10, and Lot 1, sec. 15, Twp. 10, R. 3 E. Minor child. Land rough, sandy, and too poor to be in demand by persons wanting to lease.
233. Ke-ah-ko-pit: E. $\frac{1}{2}$ of SW. $\frac{1}{4}$ sec. 10, Twp. 10, R. 3 E. Minor child of No. 231.
231. Poor, sandy land, very low and part of an old lake; not desirable, will not lease.
232. Py-a-cho, minor child: W. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 10, Twp. 10, R. 3 E. Leased at \$38 per annum.
231. Mah-sko-ta-tah: E. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 10, Twp. 10, R. 3 E. Allottee has attempted to occupy and improve allotment and has by his labor made a field of about 12 acres. During the planting season he was sick and unable to labor, and rather than let the land lay out uncultivated I permitted him to have a white man make a crop for him this season. This Indian is still very sick and will probably die soon. Sold 10 acres hay for \$2.50.
230. Cha-cha-ko-the-wa: W. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 10, Twp. 10, R. 3 E. Minor child. Land covered with scrub timber, rough and not leasable.
229. Ma-ka-the-quah: E. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 10, Twp. 10, R. 3 E. Allottee is a woman, and heretofore her family have cut the hay on her land. This year I permitted her to sell her hay crop for \$20.
228. Steve Personeau: W. $\frac{1}{2}$ of NW. $\frac{1}{4}$ sec. 10, Twp. 10, R. 3 E. Child of white woman. Land leased by Oglesby. Have had nothing to do with this allotment.
227. Ko-tuck-che-mah-quah: E. $\frac{1}{2}$ of NW. $\frac{1}{4}$ sec. 10, Twp. 10, R. 3 E. Leased for \$30 per annum. Allottee died last July.
226. Edwin Pensoneau: E. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 9, Twp. 10, R. 3 E. Progressive Kickapoo boy now at Carlisle, Pa. Have had nothing to do with this allotment.
225. Wah-tuck-we-che: W. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 9, Twp. 10, R. 3 E. Kicker woman. So far has refused to have anything to do with her land.
224. Ke-sho-ta-mo: Lot 1 and NE. $\frac{1}{4}$ of SW. $\frac{1}{4}$ sec. 9, Twp. 10, R. 3 E. Single man. Land low, sandy, and undesirable, and he refuses to accept it.
223. Ki-yah-squah: Lots 2, 3, and 4 sec. 9, Twp. 10, R. 3 E. Minor child. Land poor, sandy, and not leasable.
222. Eue-kohn: Lots 5 and 6 and NW. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 9, Twp. 10, R. 3 E. Allottee has made and set posts around 40 acres of this tract and is preparing to occupy it.
221. Nah-ne-she-pe: Lots 3 and 4 sec. 6, Twp. 10, R. 3 E. Allottee dead. Land poor, sandy, and not in demand.
220. Pah-nah-ka-tho: Lots 1 and 2 sec. 6, Twp. 10, R. 3 E. Kicker woman who refuses to lease her land.
219. Kish-ke-ton: Lots 5, 6, and 7 sec. 6, Twp. 10, R. 3 E. This land is so located that no inquiry has been made to lease it. Belongs to minor child.
218. Pa-pe-ah-she: Lots 5, 6, and 7 sec. 5, Twp. 10, R. 3 E. Rough and heavy timbered. Allottee will not own it.
217. Mah-quo-the-eck: Lots 3 and 4, sec. 5, Twp. 10, R. 3 E. Allottee is a woman, and her land is covered with heavy timber. Is willing to lease, but I am unable to find anyone wanting this land.
216. Ah-pha-pun: S. $\frac{1}{2}$ of NW. $\frac{1}{4}$ of sec. 5, Twp. 10, R. 3 E. Minor. Land not leasable on account of heavy timber.
215. Ke-she-she: Lots 1 and 2, sec. 5, Twp. 10, R. 3 E. Allottee died last July. Her heirs will locate upon and improve this allotment.
214. Ke-ah-gua-make: N. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 5, Twp. 10, R. 3 E. Minor child. Land covered with heavy growth of timber and brush and not in demand.
213. Pah-ko-ne: S. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 5, Twp. 10, R. 3 E. Allottee is widow. Her allotment being heavily timbered is not leasable.
212. Ko-nah-pah-pl-uk: S. $\frac{1}{2}$ of SW. $\frac{1}{4}$ sec. 4, Twp. 10, R. 3 E. Minor daughter of Kicking Chief Wa-pa-ho-ko. Ten acres of land broken and in cultivation. I paid a white man \$48 out of my own private funds to break this land in an effort to break up the Kickapoo village, thinking that if I moved the Kicking chief all would scatter out on their lands. This was in 1896.
211. Mah-tush-quw: N. $\frac{1}{2}$ of SW. $\frac{1}{4}$ sec. 4, Twp. 10, R. 3 E. Minor son of Chief Wa-pa-ho-ko. Land heavily timbered and brushy. Not leasable.
210. Wah-pah-ko-ko: S. $\frac{1}{2}$ of NW. $\frac{1}{4}$ sec. 4, Twp. 10, R. 3 E. Woman chief of Kicking Kickapoos. Land not improved.

209. Mah-tah-wah: N. $\frac{1}{2}$ of NW. $\frac{1}{4}$ sec. 4, Twp. 10, R. 3 E. Husband of Kicker chief. Old and infirm. Land not very desirable.
208. Paw-skön: E. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 4, Twp. 10, R. 3 E.
207. Joe Whipple: W. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 4, Twp. 10, R. 3 E.
The two above are father and son and belong to the Progressive band.
206. Kah-ke-ka-thack: N. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 4, Twp. 10, R. 3 E. Land unimproved. Indian consumptive. Will not lease.
205. Paw-kaw-kah: S. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 4, Twp. 10, R. 3 E. Unimproved. Allottee is an imbecile.
204. Na-mah-tho: S. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 3, Twp. 10, R. 3 E. Minor child of No. 201. Sold hay crop this season for \$7.50.
203. Py-yo-kah: N. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 3, Twp. 10, R. 3 E. Minor daughter of 201. Fair grass land.
202. Sho-e-nah-quah: S. $\frac{1}{2}$ of SW. $\frac{1}{4}$ sec. 3, Twp. 10, R. 3 E. Occupied by Kicker relatives. Field of 4 or 5 acres inclosed.
201. Mah-me-she-kah-wah: N. $\frac{1}{2}$ of SW. $\frac{1}{4}$ sec. 3, Twp. 10, R. 3 E. Land canceled by Secretary of the Interior.
200. Wah-tah-tah: S. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 33, Twp. 11, R. 3 E. Minor child of invalid father. Sold hay crop this season for \$5.
199. Mush-sho-qua-to-quah: E. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ sec. 33, Twp. 11, R. 3 E. Minor child. Status same as 200. Her father sold hay crop this season for \$10.
198. Mah-she-nah: W. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 33, Twp. 11, R. 3 E. Minor child. Hay crop sold by parents for \$7.50.
197. Mush-ko-quah: E. $\frac{1}{2}$ of SW. $\frac{1}{4}$ sec. 33, Twp. 11, R. 3 E. Allottee a woman. Indians making hay on this land.
196. Ke-ah-nah: W. $\frac{1}{2}$ of SW. $\frac{1}{4}$ sec. 33, Twp. 11, R. 3 E. Allottee invalid. Hay cut by Indians.
195. Thomas Whipple: E. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 31, Twp. 11, R. 3 E. White man. Indians say was never adopted.
194. Ke-sho-e-quah: N. $\frac{1}{2}$ of NW. $\frac{1}{4}$ sec. 31, Twp. 11, R. 3 E. Minor child. Land leased for \$25 per annum.
- 192 and 193 derived \$90 for grazing cattle this season.
193. She-pah-tho-quah: N. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 31, Twp. 11, R. 3 E. Land inclosed with substantial fence. Occupied by allottee and husband, who is a Kicking Kickapoo. Land inclosed by him.
192. Me-nah-quah: Lot 4 and SE. $\frac{1}{4}$ of NE. $\frac{1}{4}$ sec. 31, Twp. 11, R. 3 E. Land inclosed by allottee. Occupied by himself and wife.
191. Wah-ne-mah-quah: Lots 2, 3, 5, and 6, sec. 31, Twp. 11, R. 3 E. Inclosed by her husband with his allotment and used by them for grazing purposes.
190. Ah-Ko-the: W. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 31, Twp. 11, R. 3 E. Inclosed by allottee where he and family reside. Field of 10 acres in corn. Field made by Kicking Kickapoo and inclosed by them.
189. Pah-pe-ach: S. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 30, Twp. 11, R. 3 E. Old squaw. Leased at \$25 per annum.
188. Ta-Ka-qua-the: N. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 30, Twp. 11, R. 3 E. Allottee dead. Land leased by heir for \$25 per annum.
187. Nah-she-pe-eth: Lots 2 and 3 and SE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ sec. 30, Twp. 11, R. 3 E. Minor child. Land leased at \$25 per annum.
186. Ah-na-tho-the: Lot 1 and NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ sec. 30, Twp. 11, R. 3 E. Single woman. Land leased for \$25 per annum.
185. Ah-nah-tho-huck: S. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 30, Twp. 11, R. 3 E. Allottee is a woman. Land leased at \$25 per annum.
184. Wah-sha-ko-skuck: N. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 30, Twp. 11, R. 3 E. Allottee strictly indisposed. The only able-bodied Kickapoo who absolutely refuses to labor.
183. Ah-ne-sho-peah: S. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 19, Twp. 11, R. 3 E. Lives in the Caddo country. Land not improved.
182. Ni-ah-kee: S. $\frac{1}{2}$ of SW. $\frac{1}{4}$ sec. 19, Twp. 11, R. 3 E. Allottee dead. Land leased by Ida B. Bentley, guardian for minor child.
181. Ah-them-esk-kah-mo: N. $\frac{1}{2}$ of SW. $\frac{1}{4}$ sec. 19, Twp. 11, R. 3. Orphan Kickapoo minor girl. Land leased by Ida B. Bentley, lawful guardian, for \$25 per annum. This, with allotment to 182, is inclosed by lessee—100 acres in high state of cultivation; good-sized frame farmhouse, barn, corrals, dugout, and other improvements.
180. Peah-tuck-o-he: S. $\frac{1}{2}$ of NW. $\frac{1}{4}$ sec. 19, Twp. 11, R. 3 E. Leased at \$25 per annum.

179. Ne-pah-no-mo-quah: N. $\frac{1}{2}$ of SE. $\frac{1}{2}$ sec. 19, Twp. 11, R. 3 E. Minor child of 177. Land not leased.
178. Wah-pah-to-Kah: S. $\frac{1}{2}$ of NE. $\frac{1}{2}$ sec. 19, Twp. 11, R. 3 E. Minor child of 177. Land not leased.
177. Ah-thum-e-thah-quah: N. $\frac{1}{2}$ of NE. $\frac{1}{2}$ sec. 19, Twp. 11, R. 3 E. Kicker Kickapoo woman. Wife of progressive Kickapoo and accepts her land.
176. Kah-ka-nah-che-kah: N. $\frac{1}{2}$ of NW. $\frac{1}{2}$ sec. 19, Twp. 11, R. 3 E. Allottee has Sac and Fox wife and lives on her land in the Sac country. His allotment here leased for \$25 per annum.
- 175, 174, 173, 172, and 171, who is the head of this family, whose allotments comprise all the allotted land in sec. 18 Twp. 11, R. 3 E, has this year gone upon the allotments of himself and family and put up hay, and made an arrangement with a white man to cut some on shares, and now claims these allotments as his own and his family's.
170. Ma-ko-the-quah: Lots 1 and 3, Twp. 11 (sec. 25), R. 2 E. Allottee is the wife of a Sac and Fox Indian and lives in the Sac country, and has leased her allotment for \$25 per annum.
169. Mes-quah-at: Lots 1, 6, and 7, sec. 24, Twp. 11, R. 2 E. Allottee dead. Land fractional, sandy, covered with brush and not leasable.
168. Mah-she-quah: Lots 5 and 9, sec. 24, Twp. 11, R. 2 E. Allottee dead. Land leased by heirs for \$12.50 per annum.
167. Kah-kah-to-see: E. $\frac{1}{2}$ of SE. $\frac{1}{2}$, sec. 24, Twp. 11, R. 2 E. Allottee has Caddo wife and lives in Caddo country. Is a progressive Kickapoo. Lease executed under me for \$25 per annum.
166. Cat: Lots 2, 3, and 4, sec. 24, Twp. 11, R. 2 E. Progressive Kickapoo, old and infirm. Land leased through me for \$25 per year.
165. Wah-nah-ke-tha: Lots 1 and 2, sec. 14, Twp. 11, R. 2 E. Old man. Refuses to have anything to do with his allotment.
- Allottees 164, 163, 162, and 161, Ma-nah-the-quah-at, the mother and head of this family who are severally allotted in secs. 13 and 14, Twp. 11, R. 2 E., has gone upon her individual allotment where she now resides with her family and husband, a Kicking Kickapoo. They have erected an Indian house and have during this season broken, put in cultivation and cultivated about 8 acres of land, and are preparing to inclose the land belonging to her children.
160. Na-mah-che-tha-quah: Lots 3 and 4, sec. 13, Twp. 11, R. 2 E. Old squaw. Land covered with timber and brush, not leasable.
- Allottees Nos. 159 and 158, embracing 158 $\frac{1}{2}$ acres of sec. 13, Twp. 11, R. 2 E., are minor children. Their allotments are covered with timber and are not leasable.
157. Pa-nah-wah: N. $\frac{1}{2}$ of NE. $\frac{1}{2}$ of sec. 13, Twp. 11, R. 2 E. Allottee has Progressive wife and lives upon her allotment, which he has inclosed and improved during the past year.
- Allottees 156 and 155, embracing 160 acres of sec. 12, Twp. 11, R. 2 E., are mother and daughter. Land sandy, covered with timber and brush, and not leasable.
154. We-ta-mah-o-tha: S. $\frac{1}{2}$ of NE. $\frac{1}{2}$ sec. 12, Twp. 11, R. 2 E. Single man. Land covered with timber and brush, unimproved, and of little value.
153. Isaac McCan: N. $\frac{1}{2}$ of NE. $\frac{1}{2}$ sec. 12, Twp. 11, R. 2 E. Allottee dead. Progressive Kickapoo.
- Allottees Nos. 152, 151, and 150, Ke-no-che, and her children, who are the heirs of 149. Wah-pah-mah-shah-wah, deceased, whose allotments embrace the entire W. $\frac{1}{2}$ of sec. 12, Twp. 11, R. 2 E., live upon this tract and in common with the widows, old men, and orphan children of the tribe and other allottees for whom I have been unable heretofore to procure the necessary implements and equipments to enable them to occupy and improve their allotments. They cultivate about 50 acres of this tract, which they have fenced and reclaimed since I moved them back into the North Canadian Valley from Deep Fork. This tract is better known as the Kickapoo Springs or "village."
- Allottees 148, 147, 146, and 145, the head of this family, whose lands embrace the S. $\frac{1}{2}$ of sec. 11, Twp. 11, R. 2 E., is unimproved, except the N. $\frac{1}{2}$ of SE. $\frac{1}{2}$, which the allottee has leased through me at \$30 per annum, he having elected to reside upon his wife's allotment, where he is now preparing to make a farm.
144. She-nah-tho-pe: E. $\frac{1}{2}$ of SE. $\frac{1}{2}$ sec. 2, Twp. 11, R. 2 E. Minor child. Land covered with thin oak and timber. Not leasable.
- Allottees 143, 142, and 141, live upon and are improving the allotment of 141, who is the husband and father of 142 and 143. They have erected a substantial

barbed-wire fence of 3 wires around the allotments of 141 and 142 and have grubbed out and put in cultivation about 8 acres of land.

140. Pea-to-tom-ok-quah: Lots 7, 8, 9, and 10, sec. 10, Twp. 11, R. 2 E. Daughter of Kicking Kickapoo 190. Land low, sandy, and covered with brush and timber. Not leasable.

139. Weah-na-bone-wah-ah: W. $\frac{1}{2}$ of NW. $\frac{1}{4}$ sec. 11, Twp. 11, R. 2 E. Allottee deceased. Allotment contested and not leasable.

138. Mah-wah-to-me-ah: E. $\frac{1}{4}$ of NE. $\frac{1}{4}$ sec. 11, Twp. 11, R. 2 E. Minor child of Kicker allottee 190. Land leased at \$25 per annum.

137. Ma-then-ne-ah-quah: W. $\frac{1}{2}$ of SE. $\frac{1}{4}$ sec. 2, Twp. 11, R. 2 E. Allottee dead. Was a progressive Kickapoo woman. Left boy, Pe-can, born since allotment. Only heir.

136. Ah-nes-she-nen-ne: E. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 2, Twp. 11, R. 2 E. Progressive Kickapoo. Land leased through me at \$60 per annum. Has Kicker wife and lives on her allotment.

Allottees Nos. 135, 134, 133, 132, 131, 130, 129, 128, 127, 126, 125, 124, 123, 122, 121 are progressive Kickapoos, with whose land I have had nothing to do.

Allottees 120 and 119, comprising 479.72 acres, set aside for agency and religious purposes.

Allottees 118, 117, 116, 115, 114 are progressive Kickapoos.

113. Ke-ah-quah-quah: E. $\frac{1}{4}$ of SW. $\frac{1}{4}$ of sec. 33, Twp. 12, R. 2 E. Allottee progressive woman with Kicker husband, who has improved her allotment.

The allottees from and including 112 to 97 are progressive Kickapoos.

96. Kah-ah-sen-we: W. $\frac{1}{4}$ of SW. $\frac{1}{4}$ sec. 30, Twp. 12, R. 2 E. Allottee progressive Kickapoo, deceased. Land leased by his heirs through me at \$25 per annum.

95. Mahshe-kah-tah-no-quah: W. $\frac{1}{4}$ of NE. $\frac{1}{4}$ sec. 30, Twp. 12, R. 2 E. Minor child. Progressive parents.

94. Wah-tha-nah-keth-o-quah: E. $\frac{1}{4}$ of S.W. $\frac{1}{4}$ sec. 30, Twp. 12, R. 2 E. Daughter of Kickapoo allottee No. 182 (deceased). Land leased by lawful guardian through me at \$30 per annum.

93. Wah-ko-quah: E. $\frac{1}{4}$ of NE. $\frac{1}{4}$ sec. 30, Twp. 12, R. 2 E. Progressive woman, widow.

92. Much-e-nem-e: E. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 30, Twp. 12, R. 2 E. Progressive Kickapoo. Land leased through me at \$30 per annum.

91 and 90. Minor children of Kicker parents: W. $\frac{1}{4}$ of their allotments leased through me at \$30 per annum.

89. Qua-to-quah: E. $\frac{1}{4}$ of SW. $\frac{1}{4}$ sec. 19, Twp. 12, R. 2 E. Widow. Allotment not very desirable. No inquiry to lease it.

88. Waw-pan-muck-keth-the: W. $\frac{1}{4}$ of SW. $\frac{1}{4}$ sec. 19, Twp. 12, R. 2 E. Allottee deceased. Land too poor to attract a lessee.

Allottees 87, 86-85, and 84: Pem-me-pah-hone-nah head of this family; embrace half of sec. 19, Twp. 12, R. 2 E., 80 acres of which they have leased through me at \$25 per annum.

83. Pem-ne-ah-kah-quah: W. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 18, Twp. 12, R. 2 E. Kicker woman. Claims her allotment. Unable to find a lessee.

83. Pem-ne-ah-kah-quah: W. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 18, Twp. 12, R. 2 E. Kicker squaw deceased.

81. Waw-pam-naw-ke-she-no-quah: W. $\frac{1}{4}$ of SW. $\frac{1}{4}$ sec. 18, Twp. 12, R. 2 E. Progressive, deceased. Allotment contested.

80. Waw-pe-puck-ke-sha: Lots 8 and 9, sec. 25, Twp. 12, R. 1 E. Kicker woman. Sac husband. Land too poor to lease.

79. Ah-pah-te-tha: Lots 4, 5, 6, and 7. Progressive woman.

78. Ta-pa-hah: Lots 3 and NE. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 25, Twp. 12, R. 1 E. Kicker woman. Land too poor to lease.

77. Kish-ke-ton-o-quah: Lot 1, sec. 24, and 1 and 2 of sec. 25, Twp. 12, R. 1 E. Progressive minor.

76. Nan-i-to-ke: E. $\frac{1}{4}$ of NE. $\frac{1}{4}$ sec. 24, Twp. 12, R. 1 E. Kicker woman; eager to lease.

75. Mah-mah-quah-che: E. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 24, Twp. 12, R. 1 E. Single man; land leased through me for \$33 per annum.

74. Ah-ten-y-e-teck: Lots 4 and 5, sec. 23, Twp. 12, R. 1 E. Progressive.

Allottees 73, 72, and 71, embracing 240 acres of sec. 24, Twp. 12, R. 1 E., are progressive allottees. Leases made through me are now pending.

Allottees 70, 69, 68, 67, 66, 65, and 64 are progressives, with whose affairs I have had nothing to do.

Allottees Nos. 63, 62, and 61 are Kicking Kickapoos, whose lands are neither leased nor improved. Allottees live at Kickapoo Springs and have a large crop of corn and cotton on other Kicker land.

60. Maud Jones: Lots 2, 3, and 5, Sec. 21, Twp. 12, R. 1 E. Dead. Land not leased nor improved.

59. Ah-me-ah-quah: Lots 1 and 4, sec. 21, Twp. 12, R. 1 E. Allottee deceased; Kicker. Forty acres of her allotment leased through me by Kicker heirs, at \$15 per annum.

58. Sah-ah-peah: Lots 6 and NE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ sec. 21, Twp. 12, R. 1 E. Leased N. $\frac{1}{4}$ of said allotment through me at \$12 per annum. Reserving south half for his own use and cultivation, together with his deceased daughter's land.

Allottees 57, 56, and 55 are progressive Kickapoos, with whose land I have had nothing to do.

54. Ko-ke-kah-pah-quah: Lots 1 and 4, sec. 16; lot 5 of sec. 17, and lot 1 of sec. 20, Twp. 12, R. 1 E. Minor Kicker. Land not improved.

53. Cam-kah-tho: NE. $\frac{1}{4}$ of NW. $\frac{1}{4}$ and lot 2, sec. 16, Twp. 12, R. 1 E. Kicker allottee, deceased. Forty acres leased by heirs at \$10 per annum.

52. Pam-mo-thah-hah: W. $\frac{1}{4}$ of NE. $\frac{1}{4}$ sec. 16, Twp. 12, R. 1 E. Allottee is a woman. S. $\frac{1}{4}$ of allotment leased at \$15 per annum.

51. Tah-ko-me: E. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of sec. 16, Twp. 12, R. 1 E. Kicker allottee, deceased. S. $\frac{1}{4}$ of allotment leased by widow at \$15 per annum.

50. Net-tah-ko-eh-quah: E. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 15, Twp. 12, R. 1 E. Dead. Lands so poor heirs find no lessee.

Allottees 49, 48, and 47, We-ah-che-kah, widow and minor children, embracing 240 acres sec. 15, Twp. 12, R. 1 E. Leased at \$62.50 per annum.

46. Sha-kah-ta: E. $\frac{1}{4}$ of NE. $\frac{1}{4}$ sec. 15, Twp. 12, R. 1 E. Progressive minor.

45. Ke-ke-e-quah: W. $\frac{1}{4}$ of NE. sec. 15, Twp. 12, R. 1 E. Progressive woman. Land leased through me, at \$50 per annum.

44. Mo-ke-she: E. $\frac{1}{4}$ of the NW. $\frac{1}{4}$ sec. 15, Twp. 12, R. 1 E. Progressive woman (deceased). Land leased through me by her heirs, at \$30 per annum.

43. O-que-mah-ah-them: W. $\frac{1}{4}$ of NW. $\frac{1}{4}$ sec. 15, Twp. 12, R. 1 E. Progressive allottee.

Allottees 42, 41, 40, and 39 are progressives, with whose lands I have had nothing to do.

38. Wah-me-ah-thal: W. $\frac{1}{4}$ of NW. $\frac{1}{4}$ sec. 14, Twp. 12, R. 1 E. Progressive. Land leased through me while assisting Special Agent Oglesby, for \$50 per annum.

Allottees Nos. 37, 36, 35, 34, 33 are progressives, with whose lands I have had nothing to do.

32. Ke-ah-ho-ko-quah: E. $\frac{1}{4}$ of SW. $\frac{1}{4}$ sec. 13, Twp. 12, R. 1 E. Kicker woman. Is willing to lease her allotment.

Allottees Nos. 31 and 30 are progressives.

29. Sho-wah-kah: Lots 2 and 3 sec. 20, Lot 11 of sec. 17, and 2 and 3 of sec. 18, Twp. 12, R. 1 E. Aged squaw. Willing to lease, but land too poor to be in demand.

Allottees 28 and 27. Me-thup-pe-hah and child. Are willing to lease.

Allottees 26, 25, 24 and 23, 22, 21, 20, 19 are progressive Kickapoos, with whose lands I have had nothing to do except one allotment, which was leased through me, at \$30 per annum.

Allottees 18, 17, and 16 were allotments of Kicking Kickapoos canceled by reason of being double.

15. Me-she-kah: Lots 3 and 4, sec. 7, Twp. 12, R. 1 E. Allottee lives in Caddo country. Refuses to lease or occupy her allotment.

14. Kah-ke-mah: E. $\frac{1}{4}$ of NE. $\frac{1}{4}$ of sec. 7, Twp. 12, R. 1 E. Old and infirm. Entire allotment in high state of cultivation. Leased, at \$80 per annum.

13. No-ah-hock: Lot 7, sec. 6, lots 1 and 2, sec. 7, Twp. 12, R. 1 E. Allottee dead.

12. Tah-pah-she: E. $\frac{1}{4}$ of SE. $\frac{1}{4}$ sec. 6, Twp. 12, R. 1 E. Old woman. Land leased through me, at \$45 per annum. Land in possession of one Woodruff, through Agent Patrick, without a lease, and refuses to give possession to parties who hold an approved and legal lease.

Allottees 11, 10, 9, 8, 7, and 6, embracing all of sec. 6 except lot 7 and E. $\frac{1}{4}$ of SE. $\frac{1}{4}$. Inclosed and in possession of one Woodruff, through Agent Patrick, who put them in possession without the consent or signature of these allottees, who are now absent in the Caddo country.

Allottees 5, 4, 3, 2, and 1, embracing all that portion of sec. 5, Twp. 12, R. 1 E., that was allotted to the Kickapoos, is the land of progressives, with which I have had nothing to do.

I further submit that the Kicking Kickapoo Indians, who prior to my appointment never earned a penny by their labor for white people and who derived no revenue or benefit from their allotments, now earn and derive as follows:

Hay made and sold by Kicker allottees per annum.....	\$800. 00
Acreege of hay sold by Kicker allottees who are physically and other- wise unable to harvest their hay crop.....	211. 50
Revenue from Kicker leases.....	1, 300. 00
Revenue derived from taking stock to graze.....	185. 00
Stove wood cut and sold by Indians.....	500. 00
Corn raised and sold.....	60. 00
Cotton crop made by Kicking Kickapoos this season.....	67. 50
Revenue from picking cotton.....	3, 000. 00

Total 6, 124. 00

Number of Kickers who have become identified with and claim their land, 126.

In addition to the above the Kicking Kickapoos now have standing in field more than 100 acres of corn that will average more than 30 bushels to the acre. In addition to this 3,000 bushels of corn, they have cut and stacked an abundance of forage for their mules and ponies, and some families have as much as 20 bushels of dried sweet corn and a great quantity of dried pumpkin and dried green beans, sweet potatoes, and other vegetables. As my report shows they have made a great stride toward self-support and usefulness, and I believe if kept in charge of persons who can exercise that degree of patience and prudence that the effort of these people merits them they will soon become a self-supporting and useful people.

Most respectfully submitted.

MARTIN J. BENTLEY,
Special Assistant U. S. Indian Agent.

I, Martin J. Bentley, being duly affirmed, declare the foregoing to be a true statement of the condition and whereabouts of the Kickapoo Indians of Oklahoma, and the work done, and the improvements made by the Kicking Kickapoos under my charge.

MARTIN J. BENTLEY.
Subscribed and affirmed to before me this 1st day of October, 1898.
CYRUS BEEDE,
United States Indian Inspector.

EXHIBIT No. 36 [Goode].

SHAWNEE, OKLA., *September 30, 1898.*

Mr. M. J. Bentley and Kickapoo bought of J. W. Robertson, dealer in staple and fancy groceries, produce, etc.

Apr. 1-Aug. 30. To merchandise as per bill attached.....	\$198. 25
By total amount of credits	140. 10
To balance.....	58. 15

M. J. Bentley, for Kickapoo.

1898.

Apr. .1. To balance.....	\$16. 60
Pan o wa, No. 1:	
1 gallon molasses.....	\$0. 40
50 pounds flour.....	1. 25
4 pounds sugar.....	.25
2 pounds coffee.....	.25
2 bars soap.....	.10
1 can baking powder.....	.10
1 bushel potatoes.....	1. 00
	3. 35

1898.
Apr. 1.

Ma na the qua, No. 2:

2 pounds sugar	\$0.15
10 pounds meat .....	.75
25 pounds flour .....	.60
1 can baking powder .....	.10
15 pounds salt .....	.15
6 bars soap .....	.25
1 pound coffee .....	.15
7½ beans .....	.30

\$2.45

Was co tate, No. 3:

¼ gallon molasses .....	.20
2 pounds sugar .....	.15
8 pounds meat .....	.60
25 pounds flour .....	.60
1 can baking powder .....	.10
15 pounds salt .....	.15
6 bars soap .....	.25
1 pound coffee .....	.15

2.20

Ki kapooh, No. 4:

4 pounds sugar .....	.25
2 pounds coffee .....	.25
50 pounds flour	1.25
2 cans baking powder .....	.20

1.95

Johnnie Mine, No. 5:

4 pounds sugar25
----------------------	-----

.25

Wa Pa Hoeo, No. 6:

50 pounds flour	1.25
4 pounds sugar .....	.25
2 pounds coffee .....	.25
1 baking powder .....	.10
8 pounds meat .....	.60

2.45

29.25

Nee hu nee ha, No. 7:

25 pounds flour .....	.60
4 pounds sugar .....	.25
1 pound coffee .....	.15
1 pound baking powder .....	.10

1.10

Ki kapooh, No. 8:

50 pounds flour	1.25
2 pounds baking powder .....	.20

1.45

Ah Ko cho, No. 9:

50 pounds flour	1.25
1 pound baking powder .....	.10
2 pounds coffee .....	.25
4 pounds sugar .....	.25
1 gallon molasses .....	.40
¼ bushel potatoes .....	.60

2.75

Ki kapooh, No. 10:

4 pounds sugar .....	.25
2 pounds coffee .....	.25
50 pounds flour	1.25
2 pounds baking powder .....	.20

1.95

Wa Pe che que, No. 11:

50 pounds flour	1.25
4 pounds sugar .....	.25
2 pounds coffee .....	.25
1 pound baking powder .....	.10
1 gallon sirup .....	.40

2.25

1898.

Apr. 1.

Ki kapooh, No. 12:

1 bushel potatoes	\$1.00
2 pounds coffee .....	.25
100 pounds flour	2.50
2 pounds baking powder .....	.20
1 pound cheese .....	.25
2 pounds crackers .....	.20
	<hr/>

\$4.40

Johnie Mine, No. 13:

1 pound coffee .....	.15
1 pound baking powder .....	.10
4 pounds sugar .....	.25
	<hr/>

.50

43.65

Apr. 16.

Kickapooh, No. 14:

12 gallons oil	1.80
12 oil cans	2.00

Oh Ko the, No. 15:

25 pounds flour .....	.60
1 pound baking powder .....	.10
8 pounds meat .....	.60
2 pounds sugar .....	.15
2 pounds coffee .....	.25
	<hr/>

1.70

Oh Ke ma, No. 16:

10 pounds meat .....	.70
50 pounds flour	1.20
1 pound tea .....	.25
1 pound baking powder .....	.10
2 bars soap .....	.10
1 gallon molasses .....	.40
	<hr/>

2.75

E ne ka, No. 17:

25 pounds flour .....	.60
2 pounds coffee .....	.25
4 pounds sugar .....	.25
10 pounds meat .....	.70
1 pound baking powder .....	.10
2 bars soap .....	.10
	<hr/>

2.00

Ah Thum Aqne, No. 18:

25 pounds flour .....	.60
4 pounds sugar .....	.25
2 pounds coffee .....	.25
8 pounds meat .....	.60
1 pound baking powder .....	.10
2 bars soap .....	.10
1 pound crackers and cheese .....	.20
	<hr/>

2.10

The ah pe, No. 19:

25 pounds flour .....	.60
4 pounds sugar .....	.25
1 pound baking powder .....	.10
2 pounds coffee .....	.25
8 pounds meat .....	.60
2 bars soap .....	.10
	<hr/>

1.90

57.90

Apr. 23.

Wa Ta Wa, No. 20:

25 pounds flour .....	.60
4 pounds sugar .....	.25
1 pound coffee .....	.15
8 pounds meat .....	.60
1 pound baking powder .....	.10
	<hr/>

1.70

1898.

Apr. 23.

Ka Keu ah Reah, No. 21:

25 pounds flour	\$0.60
4 pounds sugar .....	.25
1 pound coffee .....	.15
8 pounds meat .....	.60
1 pound baking powder .....	.10
	<hr/>

\$1.70

Oh Ke me, No. 22:

25 pounds flour .....	.60
4 pounds sugar .....	.25
1 pound coffee .....	.15
8 pounds meat .....	.60
1 pound baking powder .....	.10
	<hr/>

1.70

Ta Na Ke, No. 23:

25 pounds flour .....	.60
4 pounds sugar .....	.25
1 pound coffee .....	.15
8 pounds meat .....	.60
1 pound baking powder .....	.10
2 bars soap .....	.10
	<hr/>

1.80

Wa pa che que, No. 24:

25 pounds flour .....	.60
4 pounds sugar .....	.25
1 pound baking powder .....	.10
8 pounds meat .....	.60
1 bushel potatoes	1.00
1 pound coffee15
	<hr/>

2.70

Mes cu tate, No. 25:

1 pound baking powder10
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Par the, No. 26:

25 pounds flour60
4 pounds sugar25
1 pound coffee15
8 pounds meat60
1 pound baking powder10
	<hr/>

1.70

Ki Kapooh, No. 27:

115 pounds potatoes	1.95
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We co ta, No. 28:

25 pounds flour60
1 pound baking powder10
1 pound coffee15
4 pounds meat30
4 pounds sugar .....	.25
	<hr/>

1.40

Apr. 25.

Ma na thr pue, No. 29:

25 pounds flour .....	.60
1 pound baking powder .....	.10
4 pounds sugar .....	.25
8 pounds meat .....	.60
	<hr/>

1.55

Ah Ko the, No. 30:

25 pounds flour .....	.60
4 pounds sugar .....	.25
1 pound coffee .....	.15
8 pounds salt meat .....	.60
1 pound baking powder .....	.10
1 gallon molasses .....	.40
	<hr/>

2.10

1898.			
Apr. 20.	Kickapoohs:		
	Flour		\$11.00
Apr. 29.	Ko to hay, No. 31:		
	1 bushel potatoes	\$1.00	
	$\frac{1}{2}$ bushel peas .....	.25	
			1.25
	Pem Othuhuh, No. 32:		
	25 pounds flour .....	.60	
	4 pounds sugar .....	.25	
	2 pounds coffee .....	.25	
	8 pounds bacon .....	.60	
	1 pound baking powder .....	.10	
			1.80
Apr. 30.	Kickapoohs, No. 33:		
	100 pounds flour	2.40	
	20 pounds meat	1.40	
	4 pounds baking powder .....	.40	
	9 pounds coffee	1.00	
	6 bars soap .....	.25	
			5.45
May 2.	Kickapoohs, No. 34:		
	Machines .....	.20	
	Box grease .....	.10	
			.30
May 7.	Eu e koh, No. 35:		
	25 pounds flour .....	.65	
	2 pounds sugar .....	.15	
	1 pound coffee .....	.15	
	8 pounds meat .....	.60	
	1 pound baking powder .....	.10	
			1.65
May 19.	Eue nah, No. 36:		
	50 pounds flour	1.40	
	10 pounds meat .....	.70	
	1 pound baking powder .....	.15	
	2 pounds coffee .....	.25	
	2 pounds sugar .....	.15	
			2.65
	Pah Poh Mennk che, No. 37:		
	25 pounds flour .....	.70	
	2 pounds sugar .....	.15	
	1 pound baking powder .....	.10	
	7 pounds meat .....	.50	
	2 pounds coffee .....	.25	
			1.70
May 25.	Par the, No. 38:		
	25 pounds flour .....	.70	
	2 pounds sugar .....	.15	
	8 $\frac{1}{2}$ pounds meat .....	.65	
	1 pound baking powder .....	.10	
			1.60
	Kish ke mi coto, No. 39:		
	50 pounds flour	1.40	
	2 pounds sugar .....	.15	
	2 pounds coffee .....	.25	
	11 $\frac{1}{2}$ pounds salt meat .....	.80	
	1 pound baking powder .....	.10	
			2.70
	Par the, No. 40:		
	50 pounds flour	1.40	
	17 pounds meat	1.20	
	1 can baking powder .....	.15	
			2.75

1898.	
May 25.	Kickapoohs, No. 41:
	1 pound baking powder..... \$0.10
	(\$3.00) 109.25
	Kickapoohs, No. 42:
	100 pounds flour..... 1.50
	1 pound baking powder..... .10
	6 pounds coffee (paid)..... .75
	25 pounds meat..... 1.85
	4.20
	Par the, No. 43:
	50 pounds flour..... 1.50
	16 pounds meat..... 1.00
	1 can baking powder..... .10
	2.60
	Sha pe thi, No. 44:
May 28.	Merchandise, per order..... 5.00
	Kickapoohs, No. 45:
	25 pounds flour..... .70
	8 pounds meat..... .65
	1 pound coffee..... .15
	1 pound baking powder..... .10
	2 bars soap..... .10
	2 pounds sugar..... .15
	Tobacco..... .10
	1.95
	Wa pa ho ko, No. 46:
	50 pounds flour..... 1.40
	4 pounds sugar..... .25
	1 pound baking powder..... .10
	11.2 pounds meat..... .80
	4 pounds coffee..... .25
	2.80
May 30.	O ke ma, No. 47:
	50 pounds flour..... 1.50
	By cash..... 1.00
	25 pounds flour..... .75
June 1.	Ke ah ken o pan, No. 48:
	25 pounds flour..... .75
	20 pounds sugar..... .15
	1 pound coffee..... .15
	8.2 pounds meat..... .65
	1 pound baking powder..... .10
	1.80
	(13.20) 127.65
	Pah pah me no kothe, No. 49:
	25 pounds flour..... .75
	2 pounds sugar..... .15
	2 pounds coffee..... .25
	8.2 pounds meat..... .65
	1 pound baking powder..... .10
	1 box axle grease..... .10
	2.00
	Mrs. Johnson, No. 50:
	25 pounds flour..... .75
	2 pounds sugar..... .15
	1 pound baking powder..... .10
	8.2 pounds meat..... .65
	2 pounds coffee..... .25
	2 bars soap..... .10
	2.00

1898.

June 1.

Ah ko the, No. 51:

50 pounds flour.....	\$1.50
2 pounds coffee.....	.25
4 pounds sugar.....	.25
16 pounds meat.....	1.00
1 pound baking powder.....	.10
5 pounds apples.....	.40
6 pounds beans.....	.25
3 bars soap.....	.15
1 pound crackers.....	.10
Cash.....	1.00
50 pounds flour.....	1.40
4 pounds sugar.....	.25
1 pound baking powder.....	.10
8.2 pounds meat.....	.65
2 pounds coffee.....	.25
6 pounds beans.....	.25

\$7.90

By cash, \$7.90.

Men e the qua, No. 52:

2 bars soap.....	.10
24 pounds meal.....	.35
25 pounds flour.....	.75
8.2 pounds meat.....	.65
1 pound baking powder.....	.10
2 pounds coffee.....	.25
10 pounds salt.....	.10
1 bushel potatoes.....	.80
2 pounds sugar.....	.15

2.75

142.30

Kickapoos, No. 53:

25 pounds flour.....	.75
1 pound coffee.....	.15
2 pounds sugar.....	.15
2 bars soap.....	.10
1 pound baking powder.....	.10
8½ pounds meat.....	.65

1.90

By cash, \$2.

June 11.

Wes ko the, No. 54:

Merchandise.....	1.75
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Par the, No. 55:

25 pounds flour.....	.75
2 pounds sugar.....	.15
8.2 pounds meat.....	.65
1 pound baking powder.....	.10
2 pounds coffee.....	.25

1.90

A ko the, No. 56:

Sugar.....	.10
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By cash, \$0.10.

Shar pe the, No. 57:

By cash (Bentley), \$5.

O ke ma, No. 58:

4 pounds sugar.....	.25
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1898.	
June 11.	Ke ah ken a pen, No. 59:
	25 pounds flour \$0.75
	8.2 pounds meat65
	2 pounds sugar15
	4 loaves bread ..... .10
	Candy ..... .05
	$\frac{1}{2}$ pound tea ..... .20
July 5.	1 pound crackers ..... .10
	<hr/>
	\$2.00
July 28.	By M. J. Bently 5.00
July 14.	Pa me noch o the, No. 60:
	Merchandise 3.00
	Merchandise ..... .30
	2 bars soap ..... .10
	$\frac{1}{2}$ bushel potatoes ..... .30
	1 pound honey ..... .15
	3 pounds peaches ..... .25
	12 pounds meat 1.00
	Merchandise 4.90
	<hr/>
	8.00
	By cash, \$3.
	By cash, \$2.
July 16.	Shah peak, No. 61:
	Merchandise 5.00
	Wa me she ka, No. 62:
	Merchandise 5.00
July 26.	Pau ah wa, No. 63:
	4 pounds coffee ..... .50
	50 pounds flour 1.25
	16 pounds meat 1.00
	4 pounds sugar ..... .25
	1 pound baking powder ..... .10
	$\frac{1}{2}$ bushel potatoes ..... .25
	8 loaves bread ..... .25
	Candy ..... .05
	Tobacco ..... .10
	1 box axle grease ..... .10
	6 pounds lard ..... .50
	4 pounds sugar ..... .25
	<hr/>
	5.00
	By cash, \$5.
July 27.	Wa pa hoko, No. 64:
	25 pounds flour ..... .75
	8 pounds sugar ..... .20
	2 pounds coffee ..... .25
	1 pound baking powder ..... .10
	1 box beef ..... .15
	1 pound crackers ..... .10
	$\frac{1}{2}$ pound crackers ..... .05
	<hr/>
	1.60
	By cash, \$1.60.
June 13.	O ke ma, No. 65:
	By cash, \$0.35.
	O ma to pua, No. 66:
	Merchandise 1.10
June 25.	Kish ke me kote, No. 67:
	50 pounds flour 1.50
	16 pounds meat 1.00
	2 pounds baking powder ..... .20
	4.2 pounds sugar ..... .30
	2 pounds coffee ..... .25
	<hr/>
	3.25
	<hr/>
	176.26

1898.			
Aug. 9.	Pa wa ho ko, No. 68:		
	25 pounds flour.....	\$0.50	
	1 pound baking powder.....	.10	
	2 pounds coffee.....	.25	
	7 pounds meat.....	.60	
	2 pounds sugar.....	.15	
		<hr/>	\$1.50
	Keu oh che, No. 69:		
	25 pounds flour.....	.50	
	10 pounds baking powder.....	.10	
	2 pounds coffee.....	.25	
	7 pounds meat.....	.60	
	2 pounds sugar.....	.15	
		<hr/>	1.50
	Keu oh pe, No. 70:		
	1 pound candy.....	.10	
	1 pound crackers.....	.10	
	1 box salmon.....	.20	
	1 box beef.....	.15	
	1 box cakes.....	.05	
		<hr/>	.60
	Nes co pa, No. 71:		
	2 pounds coffee.....	.25	
	4 pounds sugar.....	.25	
		<hr/>	.50
	By cash, \$0.50.		
Aug. 22.	Pa me mok othe, No. 72:		
	Merchandise.....		5.00
Aug. 27.	Ma me she ka wa.		
	By cash (M. J. Bentley).....		5.00
Aug. 29.	Pan a wa, No. 73:		
	50 pounds flour.....	1.00	
	1 pound baking powder.....	.10	
	4 pounds coffee.....	.50	
	4 pounds sugar.....	.25	
	10 pounds meat.....	.75	
	Broom.....	.25	
	Tobacco.....	.15	
		<hr/>	3.00
Sept. 17.	By cash, \$3.		
Sept. 8.	Ah thum the pua, No. 74:		
	Merchandise.....		5.00
	Credits.....		79.20
			<hr/>
			140.10
	By M. J. Bentley and Kickapoos, dr.....		198.25
			<hr/>
	To balance unpaid.....		58.15

I, John W. Robertson, being duly affirmed, depose and say: I am a merchant in the city of Shawnee, Okla.; that on the order of Martin J. Bentley, assistant special United States Indian agent, I have been in the habit, occasionally, of selling goods to the kicking Kickapoo Indians, and the foregoing is an accurate copy of my book account from April 1, 1898, to September 8, 1898, and shows the exact debt and credit on said account, to whom and by whom. Beyond this, during the time specified, I have no further accounts.

J. W. ROBERTSON.

Subscribed and affirmed to before me this 30th day of September, 1898.

CYRUS BEEDE.
 United States Indian Inspector.

EXHIBIT No. 37 [Goode].

Testimony of Ko ke tha concerning the council held at McLoud, the 15th day of August, 1898.

By INSPECTOR:

Q. Did you sign that paper?—A. Yes.

Q. Is that paper all true?—A. Some of it is true; some of it is not.

Q. What part is true?—A. Some day a man called him to come over to McLoud. When I came to McLoud, then he asked me the question. The man said then "Washington sent me here." The man says, "I come to find out what Bentley has done." He said Washington sent Bentley to work for the Kickapoos here. Washington said he sent Bentley here to get Kickapoos to work and to help them that did work. He says I want to know whether Bentley does what he has been saying he has been sent here to do; and Ko ke tha says, "Go to the kicking Kickapoos, they will tell you all about it." If he would, if I would say anything about it it would be a lie, and what is in the paper that I did say is a lie. That man asked me if Bentley gave anybody anything to eat. I said sometimes they go and see him, and if they need it he gives them something. I said that is all I know about Mr. Bentley. The man asked me if Mr. Bentley ever came to look around their places and see if they did any work. I answered he didn't come himself, but he sent the farmer and made me a well. That is all I said about Mr. Bentley.

Q. Would you like to say any more about this paper?—A. I just told you what I said at McLoud.

Q. Do you think Mr. Bentley is a good man, or a bad man?—A. I don't know Bentley much.

Q. In this paper you say Mr. Bentley didn't do anything for you. How much corn have you got planted? How many acres?—A. I think about 18 or 20 acres.

Q. How much cotton?—A. Pretty near two acres.

Q. Who helped you get that corn and cotton? Who showed you how to use the machine to plant the cotton?—A. Mr. Clark.

Q. Who sent Mr. Clark to show you?—A. I went for him myself.

Q. Who employs Mr. Clark?—A. He is the appointed farmer.

Q. Did Mr. Bentley ever have a council with your band of Indians?—A. I don't know that.

Q. You never knew of his holding any council with your band of Indians, with Oc que noc o sa?—A. I don't know of any such.

KO KE THA (his x mark).

Witness to signature—

Mrs. W. W. SCOTT.

Subscribed and affirmed to before me this 23d day of September, A. D. 1898.

CYRUS BEEDE,
United States Indian Inspector.

Q. Oc que noc o sa, has Mr. Bentley ever held any council with your band of Kickapoos on any subject?—A. No.

Oc QUE NOC O SA (his x mark), Chief.

Witness to signature—

Mrs. W. W. SCOTT.

Subscribed and affirmed to before me this 23d day of September, A. D. 1898.

CYRUS BEEDE,
United States Indian Inspector.

KO KE THA, recalled, testified as follows:

By INSPECTOR:

Q. Were you at the Sac and Fox Agency and signed this paper the 14th day of July, 1898?—A. No; I never was there, and didn't sign it.

Q. Where is Toc comme? This paper is signed by Toc comme.—A. That is my boy, and he has never been at the agency.

Q. How old is that boy?—A. 18.

KO KE THA (his x mark).

Witness to signature—

Mrs. W. W. SCOTT.

AH QUE NOC O SE, chief, recalled, testified as follows:

Q. Did you ever sign the paper drawn up at the Sac and Fox Agency July 14, 1898, signed by yourself and others in relation to Martin J. Bently?—A. No; I wasn't at the agency; was sick at home.

AH QUE NOC O SE (his x mark).

Witness to signature—
Mrs. W. W. SCOTT.

MAH CHE NE NE affirms as follows:

By INSPECTOR:

Q. Were you at the Sac and Fox Agency on the 14th of July last?—A. I was at Anadarko.

Q. Did you ever sign any paper that purported to be signed on that day, and signed by Ah que noc o se and others, denouncing Mr. Bently?—A. All these people knows me and know I was gone at that time.

MAH CHE NE NE (his x mark).

Witness to signature—
Mrs. W. W. SCOTT.

Subscribed and affirmed to before me this 23d day of September, A. D. 1898.

CYRUS BEEDE,
United States Indian Inspector.

LEWIS C. GRIMES (white) testified as follows:

By INSPECTOR:

Q. Do you know Mr. Bently?—A. Yes, sir; I know him.

Q. How long have you known him?—A. About three years.

Q. How long have you been in this country?—A. Ever since the opening; I had been here before that; came back at the opening.

Q. What is your business here?—A. Farmer; leaser of Kickapo.

Q. How much land have you got leased from the Kickapoos?—A. About 1,200 acres.

Q. Who did you lease this land off?—A. I leased it part from Colonel Oblesgy. He was the first leasing agent that was here. Special agent. I leased five eighties, six or eight eighties from him; five from Patrick, or Patrick's clerk; two eighties from Mr. Bently.

Q. You say you leased from Mr. Patrick's clerk?—A. Yes, sir.

Q. What is his name?—A. Whatley is his name.

Q. You have done business with several of them?—A. Yes, sir.

Q. Why do you go first to one and then the other?—A. I went to Oglesby because he was the nearest agent at that time at Shawnee. Next time I went to Whatley; he was here at Shawnee; came there once a month, I believe.

Q. He was Patrick's clerk?—A. Yes, sir. Next time I aimed to make a lease from Mr. Bently he was gone, and I intended to lease from Whatley, but Mr. Bently had gone. When he came back Mr. Bently claimed to have charge of the Kickapoos. I believe the Indians preferred to make it before Mr. Bently.

Q. Have you ever been over to the Sac and Fox Agency to make a lease?—A. No, sir; it is too far away, too unhandy.

Q. What do you know about Mr. Bently's work among the Indians?—A. He has done all the work that has been done that I know of.

Q. What is that?—A. He has located many of them on their allotments; had fields put in for them, new fields; wells dug.

Q. How many Indian families do you think he has helped by digging wells, etc.?—A. It has been a good many; I couldn't say how many.

Q. You can't tell how many?—A. No, sir.

Q. You think there has been 20 of them?—A. Yes, sir; or more.

Q. Been 50; that many families helped?—A. I don't know, but I don't believe that many. Between twenty and fifty.

Q. Has he done all that has been done as far as you know?—A. Yes, sir; as far as I know. It has been done through him.

Q. How are they now; more disposed to work?—A. They were not disposed to do anything much; they confined themselves to Indian villages then—squaw patches; now they cut wood and haul it; make hay and sell it.

Q. Anything else?—A. They farm some; more than they did; a good deal.

Q. Any of them fence in their own pastures?—A. I couldn't say; they fenced it through Mr. Bently's help. They have some fenced in through him, though, that they have been fenced.

Q. You live among them?—A. Not among the kickers; among the progressives.

Q. You lease from the progressives?—A. Yes, sir; I think so.

Q. Do you know of any of these Indians living or making money by taking in stock to pasture?—A. I have heard it talked about Shawnee there that they had pasture—pasturing town cattle and other stock—making money out of it.

Q. When Mr. Bently took charge, was the reserve all open?—A. Yes, sir; except a few little places—very few places that were not open.

Q. How is it now?—A. It is entirely different; fenced—a good part of it is fenced by Indians and by leasers. When Mr. Bently first took hold they were living on Deep Fork, off of the reservation.

Q. Who got them back onto the reservation?—A. As I understand it, Mr. Bently brought them back and caused them to improve their places.

Q. Do these Indians take any pains to earn money to support themselves with than they did before he came?—A. They sell wood and hay, pasturing cattle, picking cotton; they did a good deal last year; they picked right smart toward the latter part of the season; then they picked quite a good deal; took lots of interest in it.

Q. Are they improving this year over last year do you think?—A. The cotton picking this year is early; I have not been around to see. It has only been a short time yet that it has been so they could pick it.

Q. Do they continue to improve their places now?—A. Yes, sir.

Q. Do you know anything about Mr. Bently discouraging the Indians from living on their places?—A. No, sir.

Q. Have you ever heard anything in that way?—A. No, sir. My understanding is he is trying to get them on their lands all the time.

LEWIS C. GRIMES.

Subscribed and affirmed to before me this 24th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

NOTEN (progressive) testified as follows:

By INSPECTOR:

Q. You have heard read this paper, "Exhibit N," that was signed at McLoud the 15th of August last?—A. Yes.

Q. This paper is signed by you and three other Indians. What do you know about this paper?—A. This man, Mr. Brosius, told me he had come from the Department and he says the Government has hired me to come here. He says I want you to explain what Mr. Bently has done. He told us what you know about Mr. Bently I want to find out. Has he been favoring one side or having one road, or does he favor the kickers and not favor you. That is what he told us. We told him he don't pay much attention to us. He don't see all the kickers, attend to them all. He says these people don't take a hand in the work. He don't treat the folks that don't work as well as he does those that do work. Those that don't work he don't pay much attention to them. He says we ought to only have one agent; we wish to have one agent. Not a good idea to have two. He says between themselves they are talking about one another about them having two agents. The \$5,000 that was appropriated we got no benefit from. That is all we said to him; what he says further than that he does not know anything about.

Q. Has Mr. Bentley ever helped him in the way of a well or anything else?—A. Clark made the well. He says I don't know who hired Clark or Mr. Bently, or any of them. That is why we want to have one agent so we would know who was our protector.

Q. Do you think Bently is a bad man or good man to the Indians?—A. I can't tell anything about these white people. When they talk to us Indians they have a sweet mouth. When they ask them to be their agent or something like that they don't pay much attention. When they want to do business among a tribe of Indians they treat them awfully nice at first. Put the two agents side by side, they couldn't tell which is best. Of course these agents I suppose are only agents for the money. As long as they have an income coming they treat the Indians right.

Q. Do you recollect any case when you ever asked Mr. Bently to do anything for you at all?—A. Never asked him to do anything.

Q. Is there any change in this reservation now and what it was before Mr. Bently took charge?—A. Don't see much difference.

Q. Is there any more fencing done?—A. Yes, he got some of the Indians to fix their places.

Q. Has he got more places fixed up since he has been agent than any of the others before?—A. The other agents never would go about the Indians much.

Q. Has Mr. Bentley made a good many of the Indians make farms, get fixed up?—A. He got some few, made farms for them. Some made their own.

Q. They have done that all under Mr. Bentley?—A. The Kicking people; he was their agent.

Q. Has he done a pretty good thing for the Kicking people?—A. Some he done pretty good with them, some not quite so much. Mr. Bentley begs them to go and farm and fix up their places, and he would treat them nice if they would go to work and fix up.

Q. Do they sell any more wood and hay and do more to make a living than they did before Mr. Bentley took charge of them?—A. They didn't use to do it all. They do it now some. Some don't.

Q. Do you think the Kicking Kickapoos are better workers than the Progressives?—A. They all work for their living, both kinds.

Q. What is the difference between them?—A. All he knows it would be better if they had only one agent. All we can do the white people have power over us, and we don't know what to do.

Q. Have you got some Indian that would make a better agent than either of them?—A. That wouldn't be right, for we never had Indians for our agents at all. White man knows how to treat Indians all way through; we couldn't tell what time Government sends another man here. We don't pick agents.

Q. You say in this paper that before Mr. Bentley was appointed special he held two councils with us endeavoring to have our lands canceled, endeavored to get power of attorney for this purpose.—A. All we told him, I didn't tell any such thing. Didn't have any council. I just laughed at it, having a council, there was only four of us there. The man was claiming to be sent from Washington. You can see right there when we come to talk with the white man he puts that down. We can't write, we can't read. White man writes anything he wants, this white man, just like the Indian said the whole thing. Then he gives them a pen and says "Touch that pen." When we tell white man to write the truth he don't put it there, he puts it in his own way.

Q. You say in this paper, another council was held for the purpose of having the dissatisfied Indians sell their lands and purchase cheap lands in Mexico. Did Mr. Bentley hold any such council as that with you?—A. He never had anything to do with that. When I was over there to talk I said we only wanted one agent; that was all there was to it.

Q. You don't belong to the Kickers?—A. I was no kicker; have nothing to kick at.

No TEN (his x mark).

We, the undersigned, certify that we were present at the examination of No ten, Kickapoo Indian, and attach our names as witnesses hereto.

DUDLEY H. SHAWNEE.

Mrs. W. W. SCOTT.

Subscribed and affirmed to before me this 24th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

No TEN, recalled, testified as follows:

Q. Exhibit P. This paper was supposed to have been signed at Sac and Fox Agency the 14th of July last. Have you read this paper and do you understand it?—

A. You read it here.

Q. Is this true, did you sign it?—A. No, sir; I never saw it before, until it was read here.

Q. Was you at the agency on that date?—A. I know nothing about it. We were there a long time ago.

Q. This is in July, 14th of July.—A. I don't know anything about it.

Q. As far as you are concerned this paper is all a lie?—A. It must be all a lie; I don't know it.

No TEN (his x mark).

Witnesses to the signature:

DUDLEY H. SHAWNEE.

Mrs. W. W. SCOTT.

Subscribed and affirmed to before me this 24th of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

O KE MA A SOM, PAH KA SE, PA PAH SE PE A, KE NO SHA MA, PEM ME TON, PE AH TWY TUCK, KAH TO QUO KAH, WAH PE SO, each of these men being duly affirmed, deposes and says:

O KE MA A SOM testifies:

Q. Do you know anything about this paper?—A. No.

Q. Were you at Sac and Fox Agency July 14th?—A. No; somebody stole my name and put it to that paper.

PE AH TWY TUCK testifies as follows: I was at home sick and I know nothing about that paper.

KAH TO QUO KAH testifies as follows:

Q. What do you know about this paper?—A. I don't know anything about it.

Q. You heard it read here now?—A. Yes; but I don't know anything about it.

Q. Were you at Sac and Fox Agency when this paper was gotten up?—A. No; I was in Kansas.

Q. Did you ever hear anything about this paper before now?—A. No.

PAH KA SE testifies as follows:

Q. You heard this paper read here?—A. Yes.

Q. Did you ever see this paper before you come here?—A. No, sir.

Q. Never signed any such paper?—A. No, sir.

Q. Where were you on the 14th of July?—A. Shawnee.

Q. What is your father's name?—A. Mesh que ken ock (name signed to same paper).

Q. Where was your father on that date?—A. I don't know.

Q. Was he here?—A. I left him at home when I started to Shawnee.

Q. Did you find him there when you went back?—A. He had gone somewhere. He might have gone to the agency for all I know.

PEM ME TON affirmed as follows:

Q. Have you heard this paper read?—A. Yes; I heard it now.

Q. Was you at Sac and Fox Agency on 14th of July?—A. No, sir.

Q. Did you ever hear this paper read before you came here?—A. No.

Q. Did you ever sign it?—A. No, sir.

Q. Don't know anything about it?—A. No.

Q. Where were you on that day?—A. Here; village.

KE NO SHA MA testifies as follows:

Q. Has this paper been read to you?—A. I don't know anything about it at all.

Q. Did you ever sign it?—A. I never touched no paper.

Q. You have heard it read to-day?—A. Yes.

Q. Where were you on the 14th of July?—A. Here all the time.

Q. You were not at the Sac and Fox Agency on that date?—A. No.

PA PAH SE PE A testifies as follows:

Q. Have you heard this paper read to-day?—A. Yes, sir.

Q. Did you ever sign this paper?—A. Somebody else must have signed my name to it. I never did.

Q. Where were you on the 14th of July, 1898?—A. I was right here at Shawnee town.

Q. You don't know anything about this paper?—A. I never touched the pen to that.

O KE MA A SOM (his x mark).

PE AH TWY TUCK (his x mark).

KAH TO QUO KAH (his x mark).

PAH KA SE (his x mark).

PEM ME TON (his x mark).

KE NO SHA MA (his x mark).

PA PAH SE PA A (his x mark).

Witnesses to signatures:

Mrs. W. W. SCOTT.

DUDLEY H. SHAWNEE.

Subscribed and affirmed to before me this 24th day of September, 1898.

CYRUS BEEDE,
U. S. Indian Inspector.

All the statements of S. M. Brosius and all the affidavits that he presented having been first duly read and interpreted to Big Jim pertaining to charges against M. J. Bentley and others, Big Jim makes answer under affirmation as follows:

What I am going to say now will be very true and correct. What they have said against me, I hear all of it. What they say about not being notified is correct. I didn't notify them. The last time I went to Washington I didn't notify them. Long time ago I told them to not take allotments, they have some treaty in Washington that is there for them, for us, for this band. I told them to hold on, I don't know how many times, to hold on and not take allotments yet. Some of the people thought I was not true (White Turkey folks); they took the allotments and money. I told them before not to do that. They would not believe what I told them, so they took the money, and took lands. Long time ago our forefathers made an agreement among ourselves that if any one of the tribe took any allotment, he should have no money that was on hand for us at Washington. If they took the allotments they could not hold both, they could not be an Indian and a white man both. That is the reason I did not notify the White Turkey people last fall, but I did notify my own people. Some of my councillors are here, but not all. My people held a council before I went to Washington; they were very poor and didn't have anything. When I was about to start for Washington we had a council to ask for some wagons, mules, harness, etc. We didn't have much means to work with and that was why we asked for this. At that time I understand some Commissioner was coming out here. When I heard this Commissioner was coming I went to Oklahoma City to see him; talk with him. I met him at Oklahoma City; went into the cars where he was and had a talk with him; told him I was going to Washington. My people wanted me to go to Washington, but I was very poor, but I knew we had some means in Washington under that old treaty. I told the Commissioner the white man got our lands, and that whatever they made on it, we were to have half and the white man half, and as an evidence of that he made money with the eagle on one side and the man on the other side, the eagle was mine and the man was the white man's.

I told the Commissioner when you get to Washington you try to get the Government to help me get over there. My money is over there. The Commissioner said I have seen you now and talked with you. I am very glad to have seen you and heard you talk. When I get to Washington I will hunt up that old treaty, and if I find it you will have notice. The Commissioner, when he got to Washington, he looked up that treaty and find it, and send me word that in a few days I get word to come to Washington. A little while after Congress met I was notified to come to Washington with Mr. Field. He sent me tickets to go; he didn't send me any money. When I got there, I asked for what I wanted—wagons, harness, mules, etc. They appropriated some means. The Commissioner thought it was not enough and put a little more to it. This war was going on, and I only got \$5,000. When I got there, I found the old treaty; it was all there. I found some old treaties; some of them were made the other side of the Mississippi, some of them in Kansas, some west and some east of the Mississippi. One treaty went way back to the Government of Spain (Cape Girardeau, in Missouri). At that time they didn't call us Absentee Shawnees, but Missouri Shawnees. That land was exchanged for land in Kansas; then they beat us out of all of it. The Absentee Shawnees got nothing. That is the way we come to be Absentee Shawnees; we were absent, and they got away with the whole thing. From Cape Girardeau we went to Texas, and when we got there we got some land. We got two pieces of land in Texas. My land there is a big country lying up and down the Sabine River. The other piece is on the Brazos. It is 40 miles square, the one on the Brazos River. I went to Texas three times, hunting up that old treaty. I found some of it; not all. I think now I will take Field and go and hunt it all up. This is all I have to say now. We are in two factions now. We are divided, and I don't have to notify White Turkeys when I hold my councils. White Turkey's forefathers away back made no treaty. This is all I have to say, and what I have said is correct.

What they say about Bentley and Field is not correct. They always try to help the Indians all they can. When I was coming home from Washington I saw the Commissioner, and the Commissioner said if I get those wagons who do I send them to, the Sac and Fox agent or to Mr. Bentley? I told him I don't know that man at Sac and Fox Agency; you send them to Mr. Bentley. When the wagons come to Bentley I only have to go a little piece for them; Sac and Fox Agency is a long ways. The Commissioner told me, I will send to Bentley what I get. This is all I have to say. All my people were present at my council, and Mr. Bentley was present, and we were all united when we appointed Mr. Field unanimously. Some of my papers relating to the contract with Mr. Field have been sent by the Commis-

sioner to Agent Patrick, and Agent Patrick has never given them to me. (Turning to the inspector, "I want you to look after them.") Long Man was formerly a member of my band and one of my council, and he took his money and went over to White Turkey's band. He no longer belongs to my people; he went over to the other side. White Turkey band have no chief and council, but they have a business committee to look after their affairs. My people follow the old-time way; we have chief and council as the Great Spirit ordained us to. This is about all I have to say.

BIG JIM (his x mark).

Witnesses to Big Jim's mark:

Mrs. W. W. SCOTT.

DUDLEY H. SHAWNEE.

Subscribed and affirmed to before me this 24th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

We, John Taylor, John Welsh, Pecan, Jackson Clark, Bob White, all council men of the Big Jim band of Absentee Shawnees, certify that we have been present and heard all the statements made by Big Jim, our chief, in relation to M. J. Bentley and W. S. Field, and the council, as embraced in charges made by one S. M. Brosius, hereby declare, on affirmation, that Big Jim's statements are true.

JOHN TAYLOR (his x mark).

JOHN WELSH (his x mark).

PECAN (his x mark).

JACKSON CLARK (his x mark).

BOB WHITE (his x mark).

Witnesses to these five signatures:

Mrs. W. W. SCOTT.

DUDLEY H. SHAWNEE.

Subscribed and affirmed to before me this 24th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

ROBERT DEERE, being duly affirmed, testifies as follows:

Q. You have heard all these charges made here?—A. Yes.

Q. You have heard what has been said in relation to Mr. Bentley trying to get the Indians to get off of their allotments. What is there about it?—A. This is not so. I live right here among the people; is not so; some scheme just to move him.

Q. Do the Indians want Bentley removed?—A. No; but somebody else do.

Q. What does Bentley do for the Indians?—A. He rides around to see them, help them. He does more than anybody does. He helps them work, helps them farm.

Q. Who composes the Absentee Shawnees now?—A. There are two parties now. Big Jim has his party; he is chief and he has his council. They decide how things will be. This White Turkey band has committee, separate altogether, two separate bands. I have tried myself to get them together; they won't hear it. At the time this council was had, when the charges preferred against Bentley by the White Turkey band were made, they asked me to sign that. I told them I won't do it. I told them they ought to all come together. They wouldn't listen to me, and I wouldn't sign the papers. I don't think that the full-blood Indians knew what they were signing in those charges.

ROBERT DEERE (his x mark).

Witnesses to signature:

Mrs. W. W. SCOTT.

DUDLEY H. SHAWNEE.

Subscribed and affirmed to before me this 24th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

DUDLEY H. SHAWNEE, being duly affirmed, testifies as follows:

The statement of Dudley H. Shawnee being read to Mr. Shawnee, he, under affirmation, testifies as follows:

I have to-day heard the statements of Big Jim in reference to the contract between the Big Jim band of Absentee Shawnees and Mr. W. S. Field. I am satisfied that I misunderstood the contract in the beginning. That I for one would have made no protest, as, indeed, I would have no right to, had I been rightly informed

of the contract. I do not think they are using their influence—Mr. Field and Mr. Bently—to remove the Indians from their land, as is generally attributed to them. At the time I made my affidavits in connection with this matter I had been here only a short time, and of course I did not get the straight of it. Since then I have been working with Mr. Bently, and see him every day; consequently I am better prepared to tell more about it. Mr. Bently and Mr. Field have both been misrepresented to me, and I think that Mr. Bently is conscientious in his work among these Indians, and he certainly has the confidence and respect of them that very seldom befalls an Indian agent. That I have heard him say to Indians at various times that it is a great mistake in them selling their lands, and that they should not do it—advice which I have very seldom heard white people give Indians.

DUDLEY H. SHAWNEE.

Subscribed and affirmed to before me this 24th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

E NE KON (Kicking Kickapoo), being duly affirmed, testifies as follows:

Q. Do you know Special Agent Bently?—A. Yes, sir.

Q. What position does he occupy toward the Indians; is he the agent you go to?—A. We know he is our agent.

Q. What has he ever done for you?—A. He let me have the mules to work; two mules.

Q. What did he tell you when you got the mules?—A. He told me this: "You come and farm your place." I went over there after the mules. I have an idea they are not mine yet; that Mr. Bently loaned them to me. They belong to me as long as I use them to farm. I have them now.

E NE KON (his x mark).

Witnesses to signature:

Mrs. W. W. SCOTT.
N. MAMK.

Subscribed and affirmed to before me this 24th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

The undersigned, interpreters at the council of Mexican Kickapoos and Absentee Shawnees held at the Kickapoo village, Oklahoma, on the 23d and 24th days of September, A. D. 1898, hereby certify that we have carefully interpreted to the Indians everything that has been said during the council, and that they have intelligently signed their several affidavits, made on the foregoing pages.

ROBERT DEERE (his x mark).

PAN O WA (his x mark).

JOSEPH WHIPPLE.

DUDLEY H. SHAWNEE.

Subscribed and affirmed to before me this 24th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

PAR THE (Kicking Kickapoo), being duly affirmed, says:

Q. Do you know Mr. Bently?—A. Yes.

Q. What does he do?—A. His business here is to help the Indians make farms, wells, etc.

Q. Does he help the Indians much?—A. Yes; I think so.

Q. What has he done for you?—A. He helped me make my farm; gives me something to work with.

Q. What has he ever given you to work with?—A. Two plows, harrow. Harness, one mule.

Q. What kind of a mule did he give you?—A. An awful good mule.

Q. Does Mr. Bently help the other Indians as well as you?—A. Yes; Bently helped some of the Indians.

Q. Does he help them improve their farms?—A. Yes.

Q. Has any of them farms fenced in now that they didn't have before Mr. Bently took charge of them?—A. Yes; there are several. There has been considerable improvements since Mr. Bently has taken charge of the Kickapoos; that at the time he took charge of them they were up and around the village (Kickapoo camps) altogether; that he has advised them to improve their allotments.

Q. Does he go around among them much?—A. Yes; he is around among them all the time.

Q. Do you think he is a pretty good man or a bad man to the Indians?—A. Yes; I think he is a good man. All I can testify to is what I think of him. Some may not like him; all I can say is what I know.

Q. Do you think the Indians would be just as well off without him or had they better have him?—A. I don't know. As far as I am concerned, I would miss him. I don't see how I could get along without him.

Q. How many acres of corn have you got in?—A. About forty.

Q. Is it good corn?—A. O, yes; good corn.

Q. How much fenced in?—A. About 240 acres.

Q. Who built that fence?—A. I did.

Q. Who showed you how?—A. Kickapoo farmer assisted me, told me how to run the lines. Mr. Bentley was there, too.

PAR THE (his x mark).

Witnesses to signature:

Mrs. W. W. SCOTT.
DUDLEY H. SHAWNEE.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

E. G. PHELPS (white), being duly affirmed, testifies as follows:

Q. What is your business?—A. Job printer and newspaper.

Q. You reside in Shawnee?—A. Yes, sir.

Q. How long have you resided here?—A. Four years, over.

Q. Do you know Martin J. Bentley?—A. I do; since 1891.

Q. What do you know of his work among the Kickapoos?—A. I think it is extra good, and the people who have no personal interest in the matter all think very highly of the way he conducts the affairs with the Indians. They make special remarks about it.

Q. Is he a man of good moral character?—A. Yes, sir.

Q. What has he done for these Kickapoo Indians; his work?—A. He has induced them to improve their lands, their allotments; and he has induced them to haul wood to market, hay and vegetables, that they get off of their lands. There is hardly a day passes but what they have hay and wood in here for sale. He associates with them, goes with them, and is one of them. I have heard some people make fun of him because he goes with them so much. They call them Bentley's Kickapoos. They seem to have perfect confidence in him by his being honest with them and true to his word with them. This is the general opinion.

Q. How many farms would you say he has induced them to fence in?—A. I couldn't say how many, but the most of the land is fenced, and they all have a patch of ground that they have cleared out and are clearing.

Q. How was this when Mr. Bentley took charge of it?—A. It was all open with the exception of an acre or so here and there. I don't suppose there were half a dozen patches. Under his influence and care they have converted this open country into fields. At the editorial convention held here two years ago the question of civilizing the Indians was discussed, and Mr. Bentley's methods were highly recommended by a number of the members present. They seemed to think his methods couldn't be improved upon, and I actually think he is a wonder in working with these Indians.

E. G. PHELPS.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

G. W. ADAMS (white), being duly affirmed, says:

I am an attorney by profession; reside in Shawnee; have a farm 4 miles out, upon which I have resided since 1892. In 1892 I became quite well acquainted with the Kickapoo Indians, their general habits, and with many of them personally. At that time, with the exception of one or two, as far as my acquaintance went, they were what is implied in the appellation "blanket Indians," and remained such until Mr. Bently became associated with them, as I understood, in some official capacity. I never inquired particularly and did not know, until, perhaps, within the last year, what his particular work was to be. A great many of them since that time have improved small farms, and to a very considerable extent have adopted the habits of

the white man. They cut their hay with machines; I see them on the streets with bales for sale. For the last two years scarcely a day but what I have seen Indians on the street with their loads of wood for sale, and I personally know that Mr. Bently has been most assiduous in his efforts to induce them to take their allotments as given to them and improve them and be as white men. I have frequently seen him out among them, met him in going to and from their farms and villages, and many of the Indians personally have spoken to me about his interest in them and how much he is helping them. Mr. Bently may have been absent and has been East. I don't know exactly how long at any one time; but, my understanding when absent, he was East with his Indians in Washington; at least I have seen him get on the train with them, and my understanding was he was going to Washington. I have conversed with him quite frequently in reference to the Indians and have been associated with Indian agents nearly all my life, having been a westerner, and regard him as one of the most enthusiastic Indian agents I have ever known. So far as I know, and I am quite intimately acquainted with him, I think he is essentially a man of one work, his pride and ambition being to bring the Kickapoo Indians to a state of civilization at the earliest possible date. I do travel over every few days various portions of the Kickapoo lands. Prior to his taking charge of these Indians the lands were lying out wild. A great portion of it is now inclosed; a smaller portion in a state of cultivation. I have seen the Indians at work, plowing corn, building fence, and doing all kinds of farm work.

G. W. ADAMS.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

WILLIAM E. SHAWNEE, being duly affirmed, states as follows:

I belong to the White Turkey band Absentee Shawnees. I am well acquainted with Martin J. Bently, who has charge of the Kickapoo Indians.

Q. What do you know about his work among those Indians?—A. I see him with the Indians about all the time for the last two years I have been here in town most of the time; and I know that the Indians are very much inclined to be at work under his influence, by their own statements; so far as I know all the Kickapoo Indians like him, and I also see them in town here selling hay; know of them cutting and putting up hay, too; know of them building fences; sometimes they ask me to interpret for them to Mr. Bently; they have a great deal of confidence in Mr. Bently; they also seem to have a great deal of confidence in Mr. Field, although I don't know Field myself.

It has been some two years since I have been out over their ground except about town; I know their fences all come up close to town. There were hardly no fences before he took charge; as far as you can see now it is all fenced up, the Indians near town have inclosed pastures and have taken in town stock to pasture, making a good thing out of it; some Indians I know that can't talk English commended Bently highly. This land near town before Mr. Bently took charge was much of an open prairie; it is now fenced; and the Indians are getting a good income from it.

In my opinion the White Turkey band misunderstood the terms of the contract between Big Jim's band and Mr. Field, as attorney, supposing that they were included in its provisions. I told them so at the time. I think they would not have complained if they had understood it the way I did.

WILLIAM E. SHAWNEE.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

O. G. LEE (white), being duly affirmed, testifies as follows:

I live at Shawnee; my occupation is real estate. I have lived in this county since the Kickapoo country was allotted. Was the first county clerk of this county; have been slightly acquainted with him till about the time he began handling these Indians. Since then I have lived permanently at Shawnee, and have been personally acquainted with him during my residence in Shawnee. Am well acquainted with the progress of the Indians and the improvement of their country lying west of Shawnee. I know that Mr. Bently has been instrumental in assisting the Kickapoo Indians and encouraging them to fence up their lands and cultivate them. I know this from the fact that I have often seen him while driving over the Kickapoo country, assisting the Indians and personally superintending their work, such as

building fences, digging wells, breaking prairie, establishing their homes, and believe, and have often remarked to him, that he seemed to be getting along with the Indians very nicely, and they seemed to consult him, and he seemed to give them more of his time as Indian agent, toward helping the Indians, than most Indian agents whom I had been acquainted with during my residence in the West for 14 years, and have myself bought grain and hay of the Indians whom he has in charge, and Mr. Bently at all times, seems to encourage them in raising grain and selling it, and to solicit myself and others to buy their products.

O. G. LEE.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEED, Jr.,
United States Indian Inspector.

WILLIAM F. RAMSEIER (white), being duly affirmed, states as follows:

Q. (By Inspector.) Where do you live?—A. In the Kickapoo country. On Indian land.

Q. You mean by that you are a leaser of Indian land?—A. Yes, sir.

Q. How long have you lived on Indian land?—A. Three years next February.

Q. What is the general condition of the Kickapoo country now, as compared with three years ago?—A. It is improved right smart.

Q. Who has made this improvement?—A. The leasers and the Indians.

Q. Are you acquainted with Mexican Kickapoo Allottee Pan o wa—how much land has he inclosed?—A. Yes, sir. He has the whole allotment inclosed.

Q. What kind of a fence is this allotment inclosed with?—A. Three barbed wires; galvanized wire.

Q. Is it put up in a substantial workmanlike way?—A. Yes, sir.

Q. Do you know from personal observation who erected this fence?—A. The Indians put the fence up.

Q. You mean Pan o wa and others?—A. Yes; Pan o wa and other Indians.

Q. Do you know whether there is any land broken within that inclosure or not?—A. Yes, sir.

Q. Do you know who broke it and how much was broken?—A. The Indian broke it. There were two that really broke it, one held the plow and the other one drove. There are two fields together—would make a good size field.

Q. When did those Indians move on to that land?—A. It was last spring. In the spring of 1898.

Q. They built this land and built the fence during this year?—A. Yes, sir.

Q. Do you know whether this Indian lives in a house or tepee?—A. Last spring when I saw him he was living in a house.

Q. Do you know how this Indian happened to be there?—A. Mr. Bently put him there.

Q. How large a farm has he inclosed there?—A. Eighty acres.

Q. How many Indian farms do you suppose have been inclosed during the last two years by these Indians under Mr. Bently?—A. Rightsmart. I don't know how many, but I think a good many.

Q. Do you think he has been beneficial to them as a whole?—A. Yes, sir.

Q. Has there been any change in the roads between here and where you lived in the last two years, as regards fencing?—A. Yes, sir. Two years ago we ran on the old trail going straight across the country. Nearly all fenced up so you have to drive on the section line. This was two years ago a Kickapoo Indian Reservation. This fencing has been done by the Indians and lessors under the influence of Mr. Bently.

WILLIAM F. RAMSEIER.
CYRUS BEED, Jr.,
United States Indian Inspector.

Subscribed and affirmed to before me this 26th day of September, 1898.

WILLIAM F. RAMSEIER, being duly affirmed testifies as follows:

Q. Where do your live?—A. I live in the Kickapoo.

Q. Of what Indian do you lease?—A. I lease of two Indians, Kee sheck ko thah and Kah he ne peah.

Q. To whom do you pay the money?—A. I pay it to the agent at the Sac and Fox agency. I generally pay it to Mr. Whatly, the leasing clerk at the agency.

Q. Do you know what he does with the money?—A. Yes, sir.

Q. What did he do with it?—A. He put it in his desk drawer, and then he sent for a little boy to come in his office, and sent him down to the store to tell the man in the store to come up. The man came, and Whatly handed the money over to him and the two women followed down to the store. They were there when I paid the money to Whatley. I never followed it up after that. I went to the store, these women owed all that money, then they went on trading till they traded out the next installment of rent that would become due in July, six months afterwards; it was in January when I made the payment.

Q. Did you notice the prices they were paying for goods?—A. Yes, sir; part of them. I saw them pay 15 cents a pound for dry salt meat.

Q. Do you know what the ordinary cash price of such meat is?—A. From 4½ to 8½ cents a pound since I have been in the Territory.

Q. You mean by that that these Indian women were paying about 7 cents a pound more than the cash value for the privilege of a six months' credit?—A. Yes, sir.

Q. What store was this?—A. It is what is known as the Charles & Conklin store. They paid just about two prices for everything they bought. I told these women that I would live on corn before I would pay such a price for that stuff.

WILLIAM F. RAMSEIER.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

R. A. TIMMONS (white), being duly affirmed, says as follows:

My name is Richard A. Timmons. On the 21st of September, 1891, I came to the Kickapoo country from the northwest to the southeast, following approximately the North Fork of the Canadian River. The first time that I had ever been in the Kickapoo country. I made the run upon a tract of land, noon, the 22d of September, 1891, one-half mile east of the Kickapoo line. Since that time to the present I have passed through the Kickapoo country, having been county surveyor of this county, 1895 to 1897; been called several times in the Kickapoo country in my official capacity; being rather a close observer, I noticed that there were from 1891 till 1895 or 1897, a decided improvement made in the Kickapoo country. In 1891 there was scarcely any improvement made in or near Shawnee within a radius of 4 or 5 miles; that improvement was made upon the west half of the northwest quarter section 10, township 10 north, range 3 east, by whom I did not know at that time; there was an old field fenced in and crops by some Indian or renter upon Indian land; then again upon the northeast quarter, section 4, township 10, range 4 east, was a schoolhouse and other improvements known as the Quaker School; that was all the improvements that were made to my knowledge in the Kickapoo country up to 1895. Since that time there has been extensive improvements made by the homesteaders and the Indians in the way of fencing, breaking prairie, and other ways of improving the lands. My general understanding is that Mr. Bentley has made a good agent, and that he has advanced the Kickapoos in many ways toward civilization.

RICHARD A. TIMMONS.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

KAH KAH SHO CO MR, being duly affirmed, testifies as follows:

I have seen Mr. Bentley; I have been with him, and I have been to Washington with him. Before I ran around with him I didn't sleep very good; I was everywhere—just rambling everywhere. Before I didn't know where I was at; eat and lodged. Before Bentley was agent we were like scattering quails. Now the marshals don't take us like they used to. They have quit arresting and bothering the little children, too. After they appointed Mr. Bentley they quit dragging us around. That is the way we were before I went to Washington with Mr. Bentley. They told me in Washington to look out when I come home; there were folks out there who would do me wrong. They told Mr. Bentley to take charge of the Kickapoos here. I suppose Mr. Field has some charge too, but Mr. Bentley has charge of us. They told me there is a pack of wolves there in Oklahoma; look out for those people. Washington told Mr. Bentley if the young men or chiefs say anything to him he is to listen to them. They told us to go to work with Mr. Bentley. This paper you brought out here is the wolf; trying to undermine somebody. We don't want Mr. Field or Mr.

Bentley to drop off. The Kickapoos picked Mr. Bentley to be their agent. I told them in Washington if Mr. Bentley don't do the right thing with us, I will report him to you. I want to follow the same road, friend fashion, with Mr. Bentley and the Government.

KAH KAH SHO CO ME (his X mark).

Witnesses to signature—

Mrs. W. W. SCOTT.

WILLIAM E. SHAWNEE.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

O KE MAH, being duly affirmed, deposeth and saith:

Since Mr. Bentley began to help us we have found out the other agents have done bad by us. This agent don't ever go into the saloons and take a drink. He is different from the other agents in that respect, too. Our agent here has helped us a good deal. It has been two years now since I began to work for myself. Three years ago our camps and wigwams were vacant sometimes; the marshals would scatter us. Some of the squaws and young men are getting fat now. Them times we didn't know whether we were going to get back to our camps or not; we were out starving. Now, Mr. Bentley comes out to our village and sits right down with us and eats with us; he don't feel above us. These other agents are no good. I have no fault whatever against Bentley; that is the reason why I held up my hand before God to tell the story. My farm is 500 acres; I have cultivated 18 acres. I have six stacks of hay. I had lots of watermelons. I have a three-wire fence all around my 500 acres.

O KE MAH (his X mark).

Witnesses to signature—

WILLIAM E. SHAWNEE.

Mrs. W. W. SCOTT.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

JOSEPH WHIPPLE, being duly affirmed testifies as follows:

I am a Progressive Kickapoo Indian. The Government knows me. If any inspectors come out here I always interpret for them. I am known in the Kickapoo Reservation as the Kickapoo interpreter. Several of these people are called Kickers, but it never made any difference with me. When they call upon me I always do the interpreting for them, too. Since I was acquainted with Mr. Bentley the Kickers have had protection. When any white people cut hay on their allotments they go to Mr. Bentley and notify him, and he makes them pay or puts them off. I have seen this done several times. The Indians told me themselves what we would have done if we didn't have this agent; now they say we have agent at Sac agency, we lay complaints, they pay no attention; therefore, we didn't like him. This is what the Kickers have told me. But if we call on Mr. Bentley he is always here on the docket. To my own knowledge he has done all he could for the Kickapoos. I hear Mr. Bentley encourages the Progressives just as much as he does the Kickers; there is a little jealousy between the Kickers and the others; they have come to me to know reason why they couldn't be aided; I have heard Mr. Bentley say to the Progressives, if you go to work and help yourselves, I will aid you.

Q. How far do you live from here?—A. About 5 miles.

Q. When Bentley was appointed agent for the Kicking Kickapoos was there any fences or breaking or any improvement whatever, between your home and Shawnee?—A. No, sir.

Q. Is there any now?—A. Plenty of them. It looks now like a good many people lived along there. You have to travel the section line now instead of going through the country. It looks like it does in the States now. The Indians have good homes now.

JOSEPH WHIPPLE.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

The undersigned interpreters hereby certify under affirmation that we have carefully interpreted the testimony given this day by Par the, Kah kah sho co me, O ke mah, and we certify they have understandingly given the testimony and read the same before signing.

JOSEPH WHIPPLE
WILLIAM E. SHAWNEE
DUDLEY H. SHAWNEE.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE, *United States Indian Inspector.*

JOSEPH WHIPPLE, being first duly affirmed, testifies as follows:

I am the official interpreter of the allotted Kickapoos, generally known as the Progressive band of the Mexican Kickapoo Indians. I have heard the affidavit read wherein our chief Oc que noc e se, and No ten, assistant chief, and others, at McLoud, Okla., on the 15th day of August, are supposed to have testified that Special Agent Bently had held several councils with them to induce them to give him a power of attorney to have their allotments canceled. I never heard of any such council being called. I should have been notified if such council had been called, but I know nothing about it. I don't believe any such council was ever held. I have talked with a good many of our people about it, and they say they never heard of any such council, and our chief and headmen say that they never signed any paper that they understood contained any such allegations.

JOSEPH WHIPPLE.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

THOMAS W. ALFORD, being duly affirmed, testifies as follows:

Q. What do you know about this council that was held at McLoud August 15, 1898?—A. It was held, I believe, at that date at McLoud.

Q. You remember how many Indians were present?—A. Oc que nah ko che, No ten, Ko ke tha, Mas que quan nock were the councilmen, and Oc que nah ko che was the chief, he having his councilmen there. Besides there were a good many other Indians there, as they call themselves, the Progressives; that is, those who have accepted their allotments willingly.

Q. Did you interpret all that is said in this paper to that council at that time?—A. Yes, sir. It was first talked among themselves in the council, and that is their decision before it was written down. After it was written down it was interpreted to them again.

Q. Do you know of your own personal knowledge that they understood all of this paper?—A. Yes, sir.

Q. Are you a Kickapoo Indian?—A. No, sir; I am a Shawnee.

Q. Do you thoroughly understand the Kickapoo?—A. Yes, sir; they are virtually the same.

Q. What do you know of your own personal knowledge in relation to the contents of this paper?—A. I don't know anything personally myself.

Q. How did you happen to be at that council?—A. Brosius first asked me if I would go up there and see the chief, and for him to call his councilmen if there was anything to say about this matter.

Q. Brosius was present at this time?—A. Yes, sir.

Q. Did he help to put this in shape for them to sign?—A. No; not that I know of. I wrote it down myself. After he told them what they had to say about this matter, then they held a council. Then they spoke one by one, which was incorporated in this paper. Then we interpreted it to them. After it was written they said "Yes." We asked them if they were willing to sign it. They said "Yes," and they did sign it.

Q. Who did Mr. Brosius claim to be?—A. The agent of the Indian Rights Association.

Q. How long have you lived among these Indians?—A. All my life.

Q. How long have you known Mr. Bently?—A. Just before the opening of this country.

Q. What do you know personally about Bently holding any councils with these Indians for the purpose of having their allotments canceled?—A. I know nothing personally.

Q. You know nothing of Mr. Bently's holding any council?—A. I don't know anything about it.

Q. What do you know about Mr. Bently favoring the removal of the tribe elsewhere?—A. Nothing more than what I have heard him say.

Q. What have you heard him say?—A. That the Indians don't have to take his allotment if he don't want to.

Q. What do you know about Mr. Bently favoring the removal of their tribe?—A. I don't know anything personal.

Q. Some of them have left their allotments, given up work; what do you know about that?—A. I know a good many of them are leaving the country, on account of the Indians being not encouraged.

Q. Do you know that?—A. I don't know, that is what I heard.

Q. What do you know about Mr. Bently encouraging these Indians to leave their allotments and the country?—A. I don't know anything personally. I don't know anything about any promises he has made to them. I don't know personally.

Q. It is stated that since said Bently has acted as special agent, the progressive members of our tribe who are living on allotments have received no aid from the United States in farm implements, horses, or annuity goods, we being told by Bently that we would receive no further support if we improve our farms. What do you know about that?—A. I don't know anything about that.

Q. Only those who refuse to farm would receive aid from the United States; what do you know about that?—A. I don't know anything about it among the Kickapoos.

Q. Do you know of any of the Kickapoos having left their allotments and taken up a roving life on account of the advice of Agent Bently?—A. Among the Kickapoos I don't.

Q. Do you know anything about Bently's advice to any of these Indians to leave their farms?—A. I don't know of any personally.

Q. Personally, do you know of any instance where Mr. Bently has failed to consult the interests of these Indians in his dealings with them? The Indians he had charge of?—A. No, sir.

Q. You know of no failure on his part in regard to the Kicking Kickapoos?—A. No, sir.

Q. Do you know of any failure on his part in regard to Big Jim's band of Absentee Shawnee, and if so, what?—A. No, sir.

Q. Do you know of any failure on his part in treating any of these Indians he has charge of?—A. I don't know a thing about him among the Kickapoos.

Q. Do you know of anything he has done against the interest of Big Jim's band of Absentee Shawnee?—A. I don't know what he is to do.

Q. Personally, you don't know anything in his dealings detrimental to the Indians?—A. I don't know a thing about it.

THOMAS W. ALFORD.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,
United States Inspector.

THOMAS W. ALFORD, recalled, testified as follows:

Q. Are you a member of White Turkey's band?—A. I am if you make the division according to the allotments. I don't know where the division line is to be drawn.

THOMAS W. ALFORD.

Subscribed and affirmed to before me this 26th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

W. S. SEARCH, being first duly affirmed, testifies as follows:

I reside in Shawnee, and have resided here for more than three years last past; I am president of the Shawnee National Bank; I have been acquainted with Mr. Bently for more than four years, and have been more intimately acquainted with him since the time he was appointed to the position he now holds. I have never made any special investigation regarding the conduct of his affairs as assistant special Indian agent, my attention has been more specially called to the results of his work, in noticing from time to time members of the Kickapoo band of Indians in town with loads of hay, and wood, and produce, and in that manner have been impressed with the idea that if it was his special duty to teach the Indians to work and to lead them in the ways of civilization that he was making a success.

Further, the lands immediately west and northwest of Shawnee, which I have been informed were assigned or allotted to the Kicking band of Kickapoos, have, to my knowledge, in a great measure been fenced with posts and wire and otherwise improved, which improvements, I am informed, have been made entirely by the said band of Indians under the supervision of Mr. Bently.

W. S. SEARCH.

Subscribed and affirmed to before me this 27th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

BILLY PANTHER, being first duly affirmed, testifies as follows:

I am a member of the White Turkey band of Absentee Shawnees. And a member of their council.

Q. You will please state what you know about Assistant Special United States Indian Agent Bently's work among the Indians, especially the Kickapoos. Tell it in your own language but let it be confined as much as possible to Mr. Bently and his work, and the work of the Indians under him.—A. From the time that these Kickapoos were brought from Mexico up until the time Mr. Bently took charge of them they had never known what work was, and I have noticed within the last few years, since Mr. Bently has been appointed their agent, that some of them have settled on their allotments, have learned to farm, and have made considerable improvements; something they have never known to do heretofore. I see Mr. Bently nearly every day, and when I notice and observe what he is doing among these Kickapoos, I wish that he was our agent; I wish we, my people, had that kind of an agent. We are not as well situated as the Kickapoos, inasmuch as our agent is situated—is located—about 40 miles from us, and it seems to be a very difficult matter to get him to transact our business. I have some lease money out at present, which I need very badly, and which I have been unable to collect for some unknown reason. They promise to look after it for me, but that is all. From personal observation I can say that Mr. Bently is a good man and that the Indians are well satisfied with his work among them; that the principal complaint against Mr. Bently does not come from the Indians under his charge, I am satisfied. Since Mr. Bently has had charge of these Kickapoos many acres of their land has been put under fence, and good and substantial improvements made upon the same. This I saw from personal observation. I see the Kickapoos cutting and making hay, a thing which I have never noticed among them before Mr. Bently was appointed agent. I think—am satisfied—that if Mr. Bently continues to be the Kickapoo agent, that their improvements in the future will be great. That is about all I have to say in this connection.

Q. Have you ever known of Mr. Bently trying to induce the Indians to sell their lands and go to Mexico?—A. No, sir.

Q. It seems that Big Jim's band of Absentee Shawnees met on the 13th day of December, 1897, and that at that time they appointed W. S. Field as their attorney, and that afterwards the White Turkey band met in council at Joe Billy's camp and denounced the proceedings of Big Jim's band as being fraudulent and attempting to force upon the whole tribe Mr. Field as their attorney. What do you know about that?—A. That is true; we did meet, and that we did pass such a resolution, but we misunderstood the contract—that is, we thought that it covered the whole tribe. When we found that it only meant the Big Jim band we, of course, had nothing further to say—that is, we had no objection to the contract. We are a separate band, and our band have nothing to do with them making the contract; no objection. I wish to state that I desire to ask on behalf of my people, and I think I represent a good portion of them, that the leasing work of the Shawnees be given over to Mr. Bently; that it is such a great distance from here to the Sac and Fox agency that it certainly works hardships upon us to be compelled to go that distance to do our business. We have great confidence in Mr. Bently, and desire to make this special request of the Department.

BILLY PANTHER (his x mark).

Witnesses to signature—

Mrs. W. W. SCOTT.

DUDLEY H. SHAWNEE.

Subscribed and affirmed to before me this 27th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

I, the undersigned, **Dudley H. Shawnee**, being duly affirmed, certify that I have carefully interpreted the foregoing to Billy Panther to his perfect understanding of the same, and that he signed the same understandingly.

DUDLEY H. SHAWNEE.

Subscribed and affirmed to before me by Billy Panther and Dudley H. Shawnee this 27th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

L. E. COOLEY, county superintendent of public instruction, being duly affirmed, testifies as follows:

I live in Shawnee, am county superintendent of public instruction. About two years ago last March I had a lease in the Kickapoo school land, 2 miles this side of the Indian village known as Kickapoo Springs. Sometime during the spring they made their village there; they were moving from some place up in Deep Fork, their original village. I understood at that time they had to leave up there on account of their land being taken by homesteaders or school-land leases; at that time there was a great deal of talk that they would not accept their allotments at all; but sometime during that summer I noticed the village was becoming more deserted and they were going to different parts of the Kickapoo lands, I suppose to settle and begin work; At that time I could come from McLoud to Shawnee over their lands without interruption, except by land occupied or had been occupied by Joe Hill and by Joe Whipple. That summer, at haying time, I noticed the Kickapoos were out cutting hay, and some fencing had been done that summer; last summer a great deal more of it has been done; the road was turned then to the section lines because of the fences; that is about the first I knew of Mr. Bently. I saw Indians working around there. I first saw Mr. Bently out there with a broad brimmed-hat on cutting hay. I heard he was the Indian farmer, or had charge of the Indian operations. He was around there helping the Indians, overseeing the work; I don't know exactly what he was doing. The impressions gained by my observations of Mr. Bently's work among the Indians, is their change in their habits; from idlers they became farmers; I have seen them in here with hay, wood, corn, melons, etc., for sale. The full-blood Kickapoos are the only Indians I have ever seen bring stuff to market; I never saw these bring anything in until after they were under the charge of Mr. Bently. I know that the Indians immediately west of Shawnee have inclosed their lands and have taken in stock for white people to graze. They seem contented and satisfied, and I have never heard them make any complaints and I know several of them.

I am only slightly acquainted with Mr. Bently personally, but I do know that his time is devoted to these Indians. I never saw him sit down a minute unless it was for a matter of business. Not only that, but his house, his family, and himself seem to give those Indians the welcome they would ordinary white people. I have seen him take them in his buggy and carry them around over town—squaws, papooses—the same as he would white people; just exactly. I have observed him closely, and I have never seen him do anything but what was all right, and always see him giving strict attention to his business.

L. E. COOLEY.

Subscribed and affirmed to before me this 27th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

Geo. M. Younes (white), being duly affirmed, testifies as follows:

I live in Shawnee; butcher by occupation. I know Mr. Bently. I have known him two or three years. He has bought meat in the market of me for the Indians, and paid me—gave me a Government check. I cut the meat up to his order, and distributed it to the Indians. At other times he has come in there, bought chickens and steak, and other meat, for the Indians of me, and gave me his individual check for the money. Said the Indians were sick. He told me that there were not funds here to buy meat with, and that he put it on to his individual account, and I did so, and he gave me his individual check. I gave the meat to the Indians myself. One time he paid me \$6.50 out of his private funds, another time a check for \$39 and some cents out of his own private account; another time he gave me a check for \$11.50, then he paid me some money along in the market—one and two and three dollars. I recollect of his telling the Indians in my shop if they would work the Government would feed them. I have heard him tell them time and again that in the shop—to different ones. I have seen Mr. Bently for the last year, and I hardly ever see him

without from one to ten Indians with him. I could hardly ever get to talk with Mr. Bentley privately, because he was always wrapped up with the Indians; they were around him all the time.

GEORGE M. YOUNGS.

Subscribed and affirmed to before me this 27th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

O KE MA THM, being duly affirmed, testifies as follows:

Q. (By the Inspector.) Are you a Kicking Kickapoo?—A. I am 'a progressive Kickapoo.

Q. Do you know Special Indian Agent Martin J. Bentley?—A. Yes, sir.

Q. How long have you known him?—A. Two years.

Q. What has he been doing since you knew him?—A. Helping the Indians.

Q. Do you know what he tells these Indians; does he tell them to work or does he tell them not to work?—A. He tells them to work.

Q. Do all the Indian people work more now than they used to?—A. They work more now than they used to.

Q. Do you know Mr. Lee Patrick?—A. Yes, sir.

Q. Do you want Lee Patrick to look after your business or do you want Bentley?—A. We want Mr. Bentley. He likes to help the Indians; that is why we would rather have him.

Q. Has Indian Agent Bentley ever helped you in any way?—A. He helps me sometimes when I am at work, then he gives me supplies so I can eat.

Q. Did you ever hear Mr. Bentley tell these Indians to not go ahead and work and make farms and help yourselves?—A. No; he always tells us to go ahead and work.

Q. How much corn have you raised this year?—A. I think it will make 25 loads.

Witnesses to signature:

Mrs. W. W. SCOTT.

WILLIAM E. SHAWNEE.

O KE MA THM (his x mark).

Subscribed and affirmed to before me this 27th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

I, the undersigned, being duly affirmed, certify that I carefully interpreted the foregoing to O ke ma thm, and that he understood the same before signing.

WILLIAM E. SHAWNEE.

Subscribed and affirmed to before me this 27th of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

J. W. WAYNE (white), being duly affirmed, testifies as follows:

I think it was in 1895 when I came here. I came from Oklahoma City in the hack and there was no improvement in the Kickapoo that I saw; the country was wild. I know I went hunting one time with an Indian and it was all wild. The Indians all lived over in what is called the Kickapoo village; none of them seemed to talk our language or try to act like a white man as far as I could see. Since Mr. Bentley has taken charge of them I see they are fencing and improving a great deal. They bring a great deal of corn and hay to market; I have bought wood from them. Squaws tan a great many deer hide for me. I see them bringing in corn, hay, potatoes, etc. I bought roasting ears from Par the and other Indians. One or more of these Indians have told me personally that they never tried to be a white man until Bentley took hold of them. I know that these Indians have perceptibly improved under the influence of Mr. Bentley. I have been to their camps to buy fur before Mr. Bentley took charge; I could see then how they lived, some of them living in camps. I have been to their places since; now they live in houses and have farms. I know when we have stock to graze we take it over to Oke mah's place; we pay him a dollar a month on the head. I know there is a dairyman who keeps his stock out there. The Indians made that pasture by building the fence themselves under the instructions of Mr. Bentley.

Mr. Bentley gives all of his time to the Indians, and I have heard it said that Mr. Bentley gave more of his time to the Indians than he did to his family.

J. W. WAYNE.

Subscribed and affirmed to before me this 27th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

SIDNEY SCHRAM, being first duly affirmed, testifies as follows:

I have known Mr. Bentley for a good while, but not specially intimate with him. We have some land up among the Indians, and I have been traveling up and down there for two or three years. Previous to the last two years, I could not see any improvements with the Indians; in the last two years, I have noticed that they are taking more interest in fencing, farming, and in putting up hay; that is the principal part I have seen of their work, and I have said all the time that I thought that the Kickapoos were advanced further than any of them in work. I have only known Mr. Bentley as he has been going back and forth among the Indians, and I had really thought that he was doing more for their interest than anyone else had done previous to that. The country shows a different appearance, and more interest is taken by the Indians in the last year or two than before in their farming. I meet them often with hay, and see them putting their hay up themselves, working. Two years ago, in passing the whole length of the line, the entire Kickapoo reserve, 24 miles, as far as I could observe there were not to exceed four Indians living on their allotments; now the most of that land is improved, fenced, and it looks to me as if Indian places were scattered all along. I see them plowing and working, and improving their farms. The whole wide prairie is now in farms. They had never commenced to do anything or made any progress toward farming until in the last two years.

SIDNEY SCHRAM.

Subscribed and affirmed to before me this 27th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

PAN O WA, a Kicking Kickapoo, being duly affirmed, testifies as follows:

I am a Kicking Kickapoo; I know about Mr. Bentley's work. Little more than two years ago I went with Mr. Bentley to Washington. There Mr. Bentley was given power to help the Kickapoos work. The Commissioner told us to work; that then they would have something to eat and that Mr. Bentley would help us. He told us that Mr. Bentley would go to work and do it just like he would himself. The Commissioner said they would give Mr. Bentley money to buy provisions and implements for us. When Mr. Bentley got back he told the Kickapoos to go to work and make farms and fences. I always thought that Mr. Bentley was very willing to help the Kickapoos.

I hear that the white people say that Bentley tells us to go to Mexico, but I say that is not true; he always tells us to go to work. I don't know anything wrong with what Mr. Bentley has done. I think he is doing good work. There are more fields now since Mr. Bentley has been agent than there were before. Even I myself have a field and a home on account of Bentley helping me. I have 80 acres fenced, and my field is about 10 acres. Mr. Bentley gave me a wagon and a plow, a harrow, mowing machine. I have a house and a wigwam both on my farm. He gave me a rake and four pitchforks. He gave me a grubbing hoe, ax. When I am at work he gives me something to eat. And he had a well made for me. I made all the fence, the farmer helping me to lay the line straight. I made the posts myself, and put them, and tacked on the wire. Mr. Bentley gave me the wire. Mr. Bentley gave me a lamp and an oil can. Mr. Bentley gave me all these things. Before Mr. Bentley was agent I didn't have anything; now, since he is agent, I am all right. I had eight stacks of hay this fall.

PAN O WA (his x mark).

Witnesses to signature:

Mrs. W. W. SCOTT.

WILLIAM E. SHAWNEE.

Subscribed and affirmed to before me this 27th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

I, the undersigned, William E. Shawnee, certify that I have carefully interpreted the foregoing to Pan o wa, and that he fully understood the same before signing.

WILLIAM E. SHAWNEE.

Subscribed and affirmed to before me this 27th day of September, 1898.

CYRUS BEEDE,
United States Indian Inspector.

WILLIAM SHAWNEE, being first duly affirmed, testifies as follows:

I am the official interpreter of the White Turkey band. We held a council and we may have been mistaken. It was represented that Mr. Field was to be paid out of any public money that might become due the tribe; if it was after ten years. Then we sent for White Turkey, the chief, and then we had a second council. It was then that the protest was signed, because we supposed that Big Jim was acting for all of his people, not just for his band. I have this day heard the statement of Big Jim, made at a council held at the Kickapoo village September 24, 1898. I have no objections against this statement. If I had known just what Big Jim had done at the time of our council, I would not have had any objection to what he did, and I think nobody else would have had. I don't know that Mr. Field or Mr. Bentley has ever tried to induce any of the Indians to leave their land and go elsewhere. A good many of the Shawnees left and went to the Caddo country. And a good many of the Big Jim band went to the Washita country to work. They refused to take their allotments. A good many of the White Turkeys went to the Creek country. They all took their allotments before they went; they went there to graze their cattle. Some came back and some stayed.

WILLIAM SHAWNEE, (his x mark).

Witnesses to signature:

Mrs. W. W. Scott.

DUDLEY H. SHAWNEE.

Subscribed and affirmed to before me this 27th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

TERRITORY OF OKLAHOMA, *Pottawatomie County, ss:*

O. S. McEwen, being duly affirmed, states as follows: I am a railway passenger conductor, and have been engaged in the train service of the Choctaw, Oklahoma and Gulf Railroad Company and its predecessor, the Choctaw Coal and Railway Company, for the past eight years. I have been acquainted with Assistant Special United States Indian Agent Martin J. Bentley for the last past four years. Prior to and at the date of his appointment, I was running a regular passenger train every other day through 7 miles of the Kickapoo country, and have been running said train regularly in said manner to this date.

The Kickapoos have always traveled more or less on my train between McLoud and Shawnee, Okla. Before Mr. Bentley's appointment an occasional Kickapoo rode with me, and they at that time were dirty, filthy savages in appearance.

For the past two years I have noted a gradual change in their appearance, and more of them have ridden with me. They make a clean and decent appearance now, many of them wearing citizen's clothes, who formerly wore blankets. And I have particularly noticed the change in the appearance of the country along this 7 miles that I travel of their country. At the time of Mr. Bentley's appointment, from the point where the Choctaw railroad crosses the North Canadian River to the west boundary line of Shawnee, there was not an inclosed field at that time in sight of the railroad; since that time I have noticed the Kickapoo Indians erecting fences, breaking land, and more particularly making hay, along the railroad in the Kickapoo country, and there are fields and Indian habitations generally along the line of the road now. I have observed the Indians hauling hay, corn, and farm produce from their farms to Shawnee, and it has been a common remark by passengers on our train, who knew Mr. Bentley, that he was making great success with his work among the Kickapoos.

Before Mr. Bentley's appointment as assistant special Indian agent, he was in the employ of this company, as traveling agent, which position he resigned to accept his present one; I was acquainted with his standing among the railroad people and can say that he was regarded as honest, sober, industrious, faithful, and progressive. No man in the railroad service enjoyed a higher degree of esteem on account of his fidelity than did Mr. Bentley.

O. S. McEWEN.

Subscribed and affirmed to before me this 29th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

JAMES H. MAXEY, being duly affirmed, testifies as follows:

I live in Shawnee, president of the First National Bank, and I am acquainted with Mr. Bentley, have been for five or six years. I know when he was appointed special agent for the Kickapoo Indians. The Kickapoo Indian Reservation joins the town, and I am acquainted with a great many Kickapoo Indians. I often see Mr. Bentley with them and attending to their business for them, and I hear no complaint against him in regard to his conduct toward the Indians from them. I think he is well qualified to fill the place that he has. Since he has taken charge of them I see that they are bringing hay and wood and things to sell, and are fencing up more land adjoining town here than they did. In fact, when he took the agency there was no land fenced in around Shawnee at all; there were no Kickapoo Indians near Shawnee for several miles. They were near the Kickapoo village. They have a large pasture against town, and they pasture my horse and cow and I pay them for it. These pastures and fences have all been built and fixed at Mr. Bentley's suggestions near Shawnee, in the Kickapoo. I see that there is an improvement in the Indians in and around Shawnee since Mr. Bentley has taken charge of them. Since Mr. Bentley has taken charge of them they have taken up a good deal of their land, and are cutting a good deal of their hay in and around Shawnee here.

J. H. MAXEY.

Subscribed and affirmed to before me this 29th day of September, 1898.

CYNES BREDEE,

United States Indian Inspector.

E. W. SWEENEY, being duly affirmed, testifies as follows:

My first acquaintance with the Kickapoo tribe of Indians dates back to 1890; since which time I have had a very intimate acquaintance with almost every individual member of the tribe, knowing them by sight and by name. Being a notary public, I did the notary work for most of the tribe, whenever such work was necessary to be done; was frequently called to their village for the purpose of examining and reading papers at their council meetings, and fully believe that I have a more intimate acquaintance with the mode of living, the habits, and manners of the Kickapoo Indians than any other white man in Oklahoma, unless it should be the Sac and Fox agent, in charge at that time. During all the years prior to the allotment the Mexican band of Kickapoo Indians resided in a village, about three miles and a half northeast of my home. Their condition was pitiable. They felt that they had been unfairly dealt with by the Government, and made very free to declare the manner and methods used by the commissioners who claimed to have made a treaty with them, for the cession of their lands to the Government. When Moses Neal came into the reservation, as allotting agent, and began his labors as said agent, one of their councilmen, to wit, Pah pa shik itt came to my house, and took me to the village, and at the council, held that night at the request of the chief at that time, I read various and sundry papers, the property of the tribe, to the council, the purport of which I do not now remember. At the close of the council the chief, Wah pah ma sha, ordered the entire band of Kicking Kickapoos to move to Deep Fork, where they remained and refused to accept their allotments, claiming the same had been given to them by fraud and deceit, practiced upon them by the progressive Indians. They refused to accept their allotments—refused to lease them or occupy them in any manner. As a friend of the Indians I did my utmost to encourage them to take their allotments or to lease them, but utterly failed; they never took any of their allotments nor made any sign of improvement upon them until within the last year and a half or two years. In my opinion, the greater portion of the allotments which are now occupied and improved, by the Kicking band of the Kickapoos, is owing principally, to the efforts and influence of Mr. Bentley. At the time Mr. Bentley took charge, there were none of the Kicking Kickapoos on their allotments, nor had any of them ever leased any of their land, to the best of my knowledge; nor have I any knowledge of any of them having once located upon their allotment ever leaving the same.

I have been intimately acquainted with Mr. Bentley's work since he has been employed as special agent, and know of no instance where he encouraged or tried to induce any of said Indians to leave their reservation or allotments, but upon the contrary, I was with him at one time, to wit, about August, 1897, when he met several wagonloads of Kickapoos who said they were going to the Caddo country. He objected to it, and informed them that if they left without permission, he would do his best to have the soldiers return them to the reservation.

Some time during the month of August, I met Mr. Brosius, S. M. Brosius, the maker of these charges against Mr. Bentley, and he informed me that he had been

referred to me by Mrs. Elizabeth Tess, of the Kickapoo Mission; that she had stated to him that if there was any crooked business in connection with the leasing of the Kickapoo lands done by Mr. Bentley or with his knowledge, I was the person who would, in all probability, be able to give him full and reliable statements in reference to the same. He also said that he was looking up crookedness in connection with the leasing of the land through Mr. Bentley. Asked if I did not know of Bentley being mixed up in crooked transactions, to wit, the leasing of Indian lands without the knowledge or consent of the Indian owning the same, etc. To all of which questions my answer was, no. Mr. Brosius took no testimony from me nor did he insist upon me giving any, when he learned what it would probably be.

E. W. SWEENEY.

Subscribed and affirmed to before me this 29th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

C. M. CADE, being first duly affirmed, testifies as follows:

I reside in Shawnee, have since 1894; am assistant cashier of the First National Bank of Shawnee. When the Choctaw road built through the Kickapoo Reservation there was an injunction gotten out for the purpose of prohibiting them from building through the reservation, and being interested in the town of Shawnee and working for the Choctaw road I came in contact with the Kickapoo Indians, making several trips and sleeping in their camps, which were on Deep Fork and Captain Creek; most all of them were banded together, and at this time, which was in 1894 and 1895, there was one frame house, in which lived an Indian that was noted for being the only Kickapoo who did any manual labor. I have watched the progress of this particular tribe with great interest, and the only progress that they have ever made during this period has been under the management of Martin J. Bentley, special United States Indian agent. A great number now are living on their allotments, doing farming, fencing, and especially making hay. During the fall of the year, while hay is cheap, the Indians have learned not to sell, and quite a number of them, from time to time, have borrowed money from our bank for the purpose of carrying their hay over for better prices. At this time they are becoming good citizens and are prompt to pay, while four years ago you could not trust them to a ten-dollar note with the hope of getting it back.

C. M. CADE.

Subscribed and affirmed to before me this 29th day of September, 1898.

CYRUS BEEDE,

United States Indian Inspector.

JOSEPH CLARK, being first duly affirmed, deposeth and saith:

I am Government farmer for the Kickapoos.

Q. How long have you been in this business?—A. Since last March.

Q. Have your services been confined to the Kicking Kickapoos or the Progressives?—A. All of them.

Q. This council, held on July 14 at Sac and Fox Agency, says that Mr. Bentley came with Clark to see us; he says, "I come to have a talk with you. In a short time I will be your agent and Clark will be your farmer. They then left and Mr. Clark has never been to see us since." This was on July 14; do you recollect whether you have done anything for the Kickapoos as farmer?—A. Yes, sir; there are four families that I have assisted in digging wells, four of the Progressives, and helping them with their cotton.

Q. Under whose instructions did you do this?—A. Mr. Bentley's.

Q. Have you done any other work for them?—A. Yes, sir; I have been up and measured hay ground when they would sell their hay to the white men and help them to collect the money.

Q. You are pretty well acquainted with Mr. Bentley and the Indians?—A. Yes, sir.

Q. Has he neglected them or otherwise?—A. I don't think he has neglected them; no, sir.

Q. You think he has done his duty toward them?—A. Yes, sir; I think so.

Q. Do you know of any good reason that anybody, of the Indians, should have to complain of their treatment—his treatment toward them?—A. I do not.

Q. How about the Kicking Kickapoos? What have you done for them?—A. I have done a good deal for them. I assisted Mr. Bentley prior to my appointment—worked for them. I have helped them put up their fences, etc.

Q. Have they improved any in the last two years?—A. Yes, sir.

Q. What improvements have they made—the Kicking Kickapoos?—A. I think there are four or five families that have got onto their lands.

Q. Is that all you have succeeded in getting onto their allotments?—A. Yes, sir.

Q. It seems to me I see more than that around here living on them.—A. O ke ma is the first one next to the river; Par the is the next one; there are about six in O ke ma's family; Par the, there are two in the family there; Par the's son, Me ne na nish, there are three in his family; Kah kah to the quah, she is next; in this inclosure there are two families, one a Kicker and the other a Progressive; the Progressive's wife is a Kicker; in these two families there are eight—five in one and three in the other. The next family is Ah ko the; he has a fence around his land, has settled on it, and is working it; the father and mother and their children live on their land; I dug them a well; I should judge there are six or seven in it; his son-in-law lives with him; he has his inclosed; they all live in the same enclosure—they all live together, and all work and all eat together. The next one is Men na the qua; there are four in her family—four or five in her family. Pan owa is the next one—three in his family. Wah pe chequa has always lived with his brother, and his uncle has 80 adjoining it. This Indian's individual land lays upon the hill, and I would not call it valuable land for farming. He has leased his children's land, there being no other Indians living around there; he leased this land and came to the eastern part of the reservation, and lives with his brother. He helps his brother farm his land and helps farm some of his uncle's land adjoining, and helped to improve it.

Q. Will you tell me how many of the Kicker Indians, located on the Kicker land as a whole, are endeavoring to obtain their own support by farming?—A. All of them. Ah chee che, he works his land and crops it; he farms his land all right.

Q. How much corn do you think he has raised this year?—A. I should think a couple of hundred bushels. He had potatoes, melons, beans and pumpkins—such as that that they all raise. They try to raise cabbage—I don't know whether he has any or not. They bring hay here to sell, and wood, the families close to town bring in quite a good deal, and quite a bit of hay. It brings them in quite a revenue; they do pretty well; they would have done better if they had gotten their machinery in time. They were issued when the machines came; they were purchased by the department, and didn't get here. No fault of myself or Mr. Bently that they didn't get here.

Q. From what you know of the case, do you believe that Mr. Bently has performed his whole duty toward these Indians?—A. I don't know what the duty of an agent is and that is why I can't answer the question.

Q. Do you know of your own personal knowledge of any failure on his part to do his duty?—A. No, sir; I couldn't say that I do.

Q. Is there any prejudice at the present time existing in your mind toward Mr. Bently?—A. No, sir.

Q. Have you had any conversation with Mr. Patrick or Mr. Whatly in regard to this investigation?—A. Yes, sir. Mr. Patrick is agent at Sac and Fox Agency, and my understanding is that Whatly is the clerk.

Q. Now tell me the nature of the conversation that you had with them?—A. In regard to these Indians, about how they were progressing in their work and how they understood matters generally?

Q. State what you have said to them in regard to these Indians?—A. I told Mr. Patrick about how many Indians got on their lands; I told him I think four or five families; I told him they don't know anything about this allotment business; they don't understand it that way at all.

Q. Still you say they claim their land and sell hay and stuff off of it?—A. Yes, sir.

Q. Do you think they would allow a white man to take this land?—A. No, sir.

Q. Would they claim it as their own then if a white man went on it?—A. They claim it as their own; yes, sir. They have taken their land, and use it, and use the proceeds.

Q. Still they haven't taken it?—A. That is about the size of it. I was standing on the outside of the tent, and not in presence of the council when I heard Mr. Field say to these Indians in council, settle wherever you please, on Kicker lands, it is all yours.

Q. What was the further nature of your conversation with Mr. Patrick and Mr. Whatly?—A. I don't remember now. I think Mr. Whatly asked me something about the purchase of supplies here for the Indians, but I don't remember just what was said in regard to that.

Q. How long has it been since?—A. In July, some time.

Q. Have you any suggestions to make in connection with these Indians wherein you think a change of programme would be advantageous to them?—A. I don't think Mr. Bently and Mr. Field exercise sufficient firmness toward these Indians, I

think they are a little slack, and they don't explain matters to them here as the Government means that they should understand it.

Q. Wherein do you think Mr. Bently slack or lacking in firmness?—A. Mr. Bently and I disagreed on Pan O wa's location after his land was fenced, well dug, and house built; then he had his own field made; then Mr. Bently allowed him to go back to the village and plant a small patch of corn that he didn't cultivate and didn't amount to anything.

Q. Did he cultivate his farm that he left behind?—A. Part of it he did. Some of it was pretty fair, some of it didn't amount to much. He had beans, Kaffir corn, onions, potatoes, pumpkins, Irish and sweet potatoes, melons.

Q. Is there any other case of slackness that you think of now?—A. Oh, I don't know; I don't remember just now.

JOSEPH CLARK.

Subscribed and affirmed to before me this 30th day of September, 1898.

CYRUS BREDE,
United States Indian Inspector.

C. J. BENSON, being duly affirmed, testifies as follows:

I live in Shawnee, Okla. I am cashier of Shawnee National Bank. I have known Mr. Bently about six years, and that I have known the condition of the Kickapoos, so far as a casual observer might have known them; that I was well acquainted with the condition of the Kickapoos before Mr. Bently took charge of them, and am fairly well acquainted with their condition now. I consider the condition greatly improved, and I attribute it to Mr. Bently's management. I know before he took charge of them that there was not a stroke of work done among them, and that since that time they have gone to mowing the grass and cultivating their farms and improving them. There was absolutely no improvement on the ground west of town before he took charge of them. I have driven all over that country, both before and after the opening. I am a great hunter, and I have been hunting all over that country, and I can state that I never saw a Kicking Kickapoo outside of the town or settlement on Deep Fork, cultivating land, or at work; that since that time, since Mr. Bently has taken charge of them, I have personally observed various settlements and land improved and now being worked and cultivated by these Kickapoos. Their farms are fenced, ground broken up, and growing crops upon them. This is, I believe, something unheard of among the Kickapoos. The Kickapoos have always been considered by the people of this county as being the least civilized of all the tribes, having the least disposition for anything in the nature of work. We have always felt heretofore that the Kickapoos would be burdens to the taxpayers of this county, and I believe now they are in a fair way to become self-supporting without any change of programme.

C. J. BENSON.

Subscribed and affirmed to before me this 30th day of September, 1898.

CYRUS BREDE,
United States Indian Inspector.

SOUTH McALESTER, IND. T.

INDIAN TERRITORY, *Central District, ss:*

I, J. W. McLoud, being first duly sworn, depose and say that I am general solicitor of the Choctaw, Oklahoma and Gulf Railroad Company, and that I am well and personally acquainted with Mr. M. J. Bently; that I have carefully read the report and charges of S. M. Brochius wherein Special Agent Martin J. Bently, in charge of the Mexican Kickapoos and Big Jim band of Indians of Oklahoma Territory, is charged with numerous failures of duty, and with bad administration of his trust as agent to said Indians. In connection with these charges I desire to say that I am general solicitor of the Choctaw, Oklahoma and Gulf Railroad Company, and that my duties in that position have frequently brought me through the Mexican Kickapoo Reservation, both prior to the appointment of Mr. Bently and since his appointment. At the time of his appointment, the Kicking band of Mexican Kickapoo Indians were located on Deep Fork, living upon school lands, and had refused to even live in the North Canadian Valley on land that had been allotted. Soon after Mr. Bentley's appointment, during the spring of 1898, he succeeded in moving these Indians to the Kickapoo Springs in the North Canadian Valley, and since that time has induced numerous families of them to move out upon their lands and make

homes for themselves and their families. Prior to his appointment the Kickapoo lands adjoining Shawnee on the west and extending for many miles along the North Canadian River were as nature had made them, with the exception of a few Indian trails, and the roadbed of the Choctaw Railroad. I personally know that these Indians have made great advancement toward civilization; that prior to 1896 they practically had never made any effort for self-support; that since that time, they have been taught by Mr. Bentley to cut hay and wood and to bring numerous kinds of farm products to market. Their appearance has altogether changed. Formerly they were a dirty, filthy race, and the conductors running our trains often made remarks about their offensive smell, and detested them, while, since they have been in Mr. Bentley's charge, they have entirely changed in this respect. They look clean, and make a decent appearance. These results as well as observation satisfies me that Mr. Bentley has been most energetic and that he has been conscientious in the discharge of his trust. The Choctaw Railroad Company has had reason to be especially interested in the success of Mr. Bentley's work, from the fact that this large body of land lying along and tributary to our road was lying unimproved prior to his appointment, and it is only natural that we should have watched the progress he has made with more than ordinary interest.

I further state that I know personally that Mr. Bentley has given substantially all of his time to the work and care of these Indians; that he has labored faithfully to guard and protect their interests, and I think he is entitled to very great credit for what he has done for these Indians. He has accomplished more for them and done more to subvert the interests of the Indian and also the interests of the Government than any Indian agent I know of having charge of them during the past seven years. I think it is for the interest of the Government that Mr. Bentley be upheld and strengthened and his authority increased.

J. W. McLoud.

Subscribed and sworn to before me on this 30th day of September, 1898.

[SEAL.]

R. E. CAMPBELL, Notary Public.

INDIAN TERRITORY, *Central District, ss:*

Personally appeared before me, the undersigned authority, Henry Wood, who, upon oath, states as follows:

I am the general manager of the Choctaw, Oklahoma and Gulf Railroad Company, and am located at South McAlester, Ind. T. I am personally acquainted with Assistant Special United States Indian Agent Martin J. Bentley, who resigned a position with our company to take charge of the Mexican Kickapoo Indians. As manager of this company, I have taken a special interest in the outcome of Mr. Bentley's work with the Kickapoo Indians, from the fact that our line crosses their allotted lands for a distance of some seven or eight miles, and after crossing their lands our line follows the south side of the North Canadian River to the west end of the Kickapoo allotted lands, which extend along the north side of the river.

At the time of Mr. Bentley's appointment, these lands were practically in a verdant state; for miles west of Shawnee, Okla., the Kickapoo lands were entirely uninhabited and unimproved, and prior to his appointment these Indians had refused to either live upon or improve their lands, or to lease and have them improved, and we being common carriers were, naturally, interested in seeing this country developed and made paying territory for our company. Mr. Bentley has induced many of these Indians to make homes and farms for themselves and families, and to lease and have their lands put in cultivation, who, prior to his appointment, refused to have anything done or to lease or recognize their lands in any way. Their country is now well under fence; my observation is that Mr. Bentley has made a great success in his work among these Indians, and I personally know that many of the charges preferred against him by S. M. Brosius are without foundation. Mr. Bentley has the confidence and highest esteem of both myself and other officers of the company, and his services to this company were entirely satisfactory. Mr. Bentley is a man of energy, honesty, sobriety, and ability, and has succeeded in all his efforts to advance the interests of the wards under his care.

H. Wood.

Subscribed and affirmed to before me this 29th day of September, 1898.

[SEAL.]

R. E. CAMPBELL, Notary Public.

EXHIBIT No. 38 [Goode].

SHAWNEE, OKLA., August 17, 1897.

The SECRETARY OF THE INTERIOR,

Washington, D. C.

SIR: Complying with your instructions of July 20, I herewith submit my report of work done by Mr. M. J. Bentley, assistant special United States Indian agent at Shawnee for "Kicking" band of Mexican Kickapoo Indians.

In order that my inspection of the improvements and work done by Mr. Bentley might be thorough and also just to Mr. Bentley, I first required him to make a detailed report of all improvements made on the allotted lands of these Indians, which I herewith submit marked "Exhibit A." With the services of Mr. T. W. Alford, as interpreter, Mr. Tanksley, Sac and Fox farmer, Mr. Bentley and myself visited every allotment mentioned in Mr. Bentley's report. We made a thorough examination of each one and found the improvements as follows, referring to report of Mr. Bentley marked "Exhibit A." Allottee 270 is O ke ma; 271, 272, 273, 274, 275 are members of his family. Mr. Bentley counts these as six allottees, having accepted and now living on their allotments, $3\frac{3}{4}$ miles of fence, one-half mile of which a Mr. Potter assisted in erecting. Mr. Potter is white. Sixteen acres in cultivation, 2 acres of which were broken by Wm. Lawson, white man, and paid for by Indian in grazing Mr. Lawson's mules. Five acres broken by Mr. Henson, white, in exchange for hay; well dug by white man, Mr. Clark; four wooden gates and 2 wire gates (the wire gates are not to be considered, as they amount to nothing), the 4 wooden gates were made by Mr. Scott and Mr. Potter, both white. Allottee 278 is Wah pe che qua; one-half-mile fence; well dug by white man, Mr. Clark; no land in cultivation; not occupied. Allottee 256 is Par the; 257 and 258 are members of his family (Mr. Bentley also figures these as three having accepted and now living on their allotments); 3 miles fence; 16 acres in cultivation, of which 5 acres were broken by negro, M. Mills; 150 fruit trees planted by Mr. Clark and J. Norfolk; well dug by Clark; 3 gates. The substantial Indian house mentioned in report is a very crude affair with bark roof.

Allotment 251 is leased, and all improvements made by lessee. Allottee 252 is Ko kah to saque, a woman; 10 acres in cultivation; this land was all broken by negro Mills; 150 fruit trees were planted by negro Mills, and Clark, white man; $1\frac{1}{2}$ miles fence; well dug by white man, Mr. Clark; occupied by the allottee in Indian style.

Allottee 259 is Ne kah na pit; fence 1 mile of single wire; 1 wood gate; 3 acres in cultivation; occupied by allottee in Indian style. Allottee 231 is Wash quo ta tah; 12 acres land broken by white man, Mr. Powell, which Mr. Bentley paid for in Indian hay; well dug by Clark; land not in cultivation, and not occupied.

Allottee 212 is Ko nah pah pi; fence three-fourths mile; 10 acres land broken by white man, Mr. Lanninger, who received the permission of Mr. Bentley to plant in cotton, with the understanding that he was to give allottee one-fourth of the crop. This is an illegal lease, made without the knowledge and consent of allottee.

Allottee 190 is Ah ko the; fence three-fourths mile; land in cultivation; 10 acres; land broken by Mr. Tanning, who was paid \$45 in Indian hay for breaking; land not occupied.

Allottee 193; well dug by Clark. Allotments 149, 150, 152, Mr. Bentley considers as three allottees on their own allotments. These are old Kickapoo fields which the Indians cultivated before they went to Deep Fork Valley and during their absence were cultivated by a white squatter named Hill, who was removed when the Indians were brought back. They are located at the village or camp 16 miles from Shawnee and are worked in common by members of the band as heretofore. Mr. Bentley is not entitled to any credit in connection with the cultivation of these fields and they should not appear in his report.

Allottee 141 has 3 acres in cultivation; well dug by Clark; allottee living on land, which is close to village. Allottees 243, 244, 246, 248, 236, 229, 227, 237, 238, 239, 240, 241, 242, have not gone on their allotments. Hay has been made on many of the Indian lands by both whites and Indians, and Mr. Bentley means these Indians have worked hay, although he does not know how much.

Summary of work done by Indians in improving Indian allotments $11\frac{1}{2}$ miles of fence; 26 acres of land broken and in cultivation, 4 gates, 1 Indian house. Something should also be allowed for the cultivation of land broken by white men, although I do not know that the Indians put same in cultivation. The Mr. Clark, who dug all the wells mentioned above, has been employed by Mr. Bentley very often in settling the lines for fencing and in instructing them, but Mr. Bentley assures me Mr. Clark has never done any actual work for the Indians.

Have been somewhat handicapped in investigating Mr. Bentley's methods of con-

ducting Indian affairs. Mr. Bentley admits having sold much Indian hay, the money from which he has expended for the benefit of the Indians, so he claims. He has no vouchers to show for any transactions he makes; says he takes no receipts and gives none; keeps no books and has no records of any kind. Have been to the camp several times and see no signs of civilization in their mode of dress, habits, or methods of living. I found only one Indian, John Mines, dressed as a white man or partly so.

Mr. Bentley complains that these Indians suffered for want of agricultural tools and implements. I would state there are 3 cows at Dent in charge of a farmer who found them at large. Five iron rod breaking plows at Shawnee school, 2 stoves and cooking utensils at the school, 6 mules, 3 wagons, about 30 rolls of galvanized iron wire all in charge of Mr. Bentley from the last issue. The Indians refused to accept them and Mr. Bentley is a little embarrassed to know just what to do with them.

A few days ago Allottee 252, Ko kah to saque, a widow, came to me complaining that Mr. Bentley had allowed white men to occupy her lands without a lease and asked to have them removed. Upon inquiry, Mr. Bentley informed me that the Choctaw, Oklahoma and Gulf Railroad, who formerly employed Mr. Bentley, had asked permission to experiment for water on this land and had paid him \$25, which he had paid the woman. The woman says it took her over a month to get this money, as it was given her in small amounts and partly in rations, and she wanted the men removed. I inspected the property, and find they have cut some timber and dug a reservoir for the storage of water. They have 15 points or wells completed and are now putting down 10 more. In conversation with the superintendent he informed me they had an enormous supply of excellent water. The ground had been located by an expert after spending much money in various places. They claim to be building this to supply the new car shops here, but I am creditably informed they intend to supply the town. The water rights in any instance would be very valuable here. I bring this matter before you without recommendations, as Mr. Bentley informs me the railroad company have applied for a term lease, and the Department is fully informed of the purpose for which the land is wanted.

I inclose, as a part of this report, a copy of a report made by Mr. Bentley to Special Agent Oglesby on February 15 last, marked "Exhibit B," for comparison with report made to me August 6, marked "Exhibit A."

I would recommend that Mr. Bentley be removed and the office abolished, for the reason that I believe the agent at Sac and Fox can do as much, if not more in the way of civilizing these Indians than Mr. Bentley can ever do, and at far less expense to the Government.

Very respectfully,

C. F. NESLER, *Inspector.*

EXHIBIT No. 39 [Goode].

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
Shawnee, Okla., August 6, 1897.

Hon. C. F. NESLER, *United States Indian Inspector, Shawnee, Okla.*

SIR: Complying with your request, I have the honor to submit for your consideration the within report of improvements made and labor performed by the Kicking Mexican Kickapoo Indians. I also beg to submit my report of February 15, 1897, and now on file with the Commissioner of Indian Affairs, as a part of this report.

Indians living upon and cultivating their allotments and improvements made thereon are as follows:

Allottees 270, 271, 272, 273, 274, 275, occupying the south $\frac{1}{2}$ of section 24, lots 1, 2, and 5, of section 25; lots 3, 4, 6, and 7, same section, T. 10, R. 3 E., in all containing 477.62 acres.

Three miles of fence erected around above tract of land; fence erected around field inside of above tract, three-fourths of a mile; acres of land broken and in crop, about 16; one well, 48 feet deep, good water; 4 large, substantial wooden gates erected, 2 wire gates; 1 large corral, containing 2 acres. Total number of acres used for agricultural purposes by above-named allottees, 477.62.

Allottee number 266, NE. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ and lot 7, section 23, T. 10, R. 3 E., 83.50 acres. This tract is under a substantial 3-wire fence, 25 acres in cultivation, good well of water, substantial frame house, dugout, and corrals and outbuildings. Improvements made by lessee.

No. 278, one-half mile of fence, 80 acres; well 58 feet deep. W. one-half of the NW., 24-10-3 E., 80 acres.

Allottee No. 279, E. $\frac{1}{2}$ NE. $\frac{1}{2}$, 23-10-3 E., leased.

Allottees 256, 257, 258, embracing the SE. $\frac{1}{4}$ sec. 14, T. 10, R. 3 E., and lot 4, and the SE. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ sec. 14-10-3 E., containing 239.86 acres, inclosed with substantial three-wire fence $2\frac{1}{4}$ miles long; 16 acres in cultivation, inclosed with three-wire fence about three-fourths of 1 mile. Fruit trees planted, about 150; good well of water; fence posts made and on the ground sufficient in number to inclose additional field of 40 acres. Posts scattered ready to be set. Three gates; substantial Indian house.

Allottee No. 251, S. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ sec. 13-10-3 E. Leased; fenced; 10 acres broken. Number of acres, 80.

No. 252, S. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ sec. 13-10-3 E., 80 acres. Number of acres broken and in crop, 10; trees planted, 150; fence erected about $1\frac{1}{4}$ miles; good well of water.

No. 253, about one-half mile of fence; leased.

No. 254, leased; contains 80 acres.

No. 249, S. $\frac{1}{2}$ of the SW. $\frac{1}{4}$, 12-10-3 E., 80 acres.

No. 259, N. $\frac{1}{2}$ of the NE. $\frac{1}{4}$, 14-10-3 E., 80 acres; fencing one wire 1 mile; substantial wooden gate; 3 acres of land broken.

No. 235, W. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ sec. 11-10-3 E., 80 acres; leased.

No. 231, E. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ sec. 10-10-3 E., 80 acres; 12 acres of land broken; good well.

No. 212, S. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ sec. 4-10-3 E., 80 acres; fence three-fourths of a mile; land broken, 10 acres.

No. 190, W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of sec. 31, T. 11, R. 3 E., 80 acres; fence three-fourths of a mile; land broken, 10 acres.

No. 193, N. $\frac{1}{2}$ of NE. $\frac{1}{4}$ sec. 31-11-3 E., 80 acres; well 40 feet deep.

No. 180, leased; S. $\frac{1}{2}$ of the NE. $\frac{1}{4}$ sec. 19-11-3 E., 80 acres.

Nos. 181 and 182, SW. $\frac{1}{4}$ sec. 19-11-3 E.; leased.

No. 170, lots 1 and 3, sec. 25-11-2 E., 72 acres; leased.

Nos. 149 and 150, SW. $\frac{1}{4}$ sec. 12-11-2 E., 160 acres; fencing $1\frac{1}{4}$ miles. Land reclaimed and now in good state of cultivation, 40 acres; used in common by tribe.

No. 152, S. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ sec. 12-11-2 E., 80 acres; fencing one-half mile. Land reclaimed and now in good state of cultivation, 40 acres; used in common by tribe.

No. 141, W. $\frac{1}{2}$ of the NE. $\frac{1}{4}$ sec. 11-11-2 E., 80 acres; good well; 3 acres in field.

No. 143, W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ sec. 2-11-2 E., 80 acres; fence 1 mile. Twenty acres reclaimed and now in good state of cultivation; used in common by tribe.

No. 94, E. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ sec. 30-12-2 E., 80 acres; leased.

No. 75, E. $\frac{1}{2}$ of the SW. $\frac{1}{4}$, sec. 24-12-1 E., 80 acres; leased.

The following additional allottees have gone upon their allotments and have made or sold hay from the same: 243 and 244, SE. $\frac{1}{4}$ of sec. 12, T. 10, R. 2 E. 160 acres.

No. 246, N. $\frac{1}{2}$ of the NE. $\frac{1}{4}$, sec. 12, T. 10, R. 3 E., 80 acres.

No. 248, N. $\frac{1}{2}$ of the SW. $\frac{1}{4}$ of sec. 12-10-3 E., 80 acres.

No. 238, E. $\frac{1}{2}$ of the N. $\frac{1}{4}$ sec. 11-10-3 E., 80 acres.

No. 229, E. $\frac{1}{2}$ of the NE. $\frac{1}{4}$ sec. 10-10-3 E., 80 acres.

No. 227, E. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of sec. 10-10-3 E., 80 acres.

Nos. 237, 238, 239, and 240, embracing the east $\frac{1}{2}$ of sec. 11, T. 10, R. 3 E., 320 acres.

Nos. 241 and 242, SW. $\frac{1}{4}$ sec. 11, T. 10, R. 3 E., 160 acres.

For your further information I beg to submit that prior to my connection with these Indians they were determined to hold their land in common, claiming that their religion was that the chief should own all the land, and my effort has been to individualize them and in some way cause each individual to become identified with his allotment and for each one to claim his land separately, and in this I have succeeded beyond my most sanguine expectations.

I beg to further submit that the country lying adjacent to and west of Shawnee had for years prior to my work here laid unclaimed by the Indians, and the white settlers to the east, north and south had enjoyed the benefit of a magnificent range.

When I began moving the Kickapoo Indians upon these lands, and they began the erection of substantial fences around them and the white population surrounding these lands saw that the days of free range were at an end, they, by every conceivable move, have tried to discourage the Indians and frighten them into discontinuing this work by cutting their fences, destroying their wells, stealing their tools, and even threatening their lives, and I find that in doing my duty here, in trying to place these Indians upon their lands, in doing that which the Government appointed me to do, I have engendered a most terrible opposition from the white people, and I desire to especially call your attention to the fact that the Indians under me here are not complaining of me, that they believe I am honest and a friend to them and

in behalf of the Kickapoo people, and in the interest of civilizing this benighted and heretofore illtreated race I ask you and the Department to consider the wail of these free rangers, land grabbers, and Indian haters as coming from a prejudiced and malicious source.

MARTIN J. BENTLEY,
Assistant Special United States Indian Agent.

Subscribed and sworn to before me this 6th day of August, 1897.

[SEAL.]

A. JONES, *Notary Public.*

(My commission expires October 19, 1898.)

EXHIBIT No. 40 [Goode].

SHAWNEE, OKLA., *February 15, 1897.*

HON. JOHN T. OGLESBY,
Special United States Indian Agent, Shawnee, Okla.

SIR: Complying with your request, I beg to submit the following report:

On April 22 last, I was appointed United States special agent to assist your predecessor, Col. James G. Dickson, in placing the Kicking Mexican Kickapoo Indians upon their allotments. At the time of my appointment, and for more than two years prior thereto, these Indians had refused to live upon allotted lands, and were and had been living upon school land in the Deep Fork Valley, 10 miles north of their allotted lands. Their occupancy of these school lands had been and was embarrassing both to Indian Agent Thomas and the Territorial officials, the Territory having leased the school land, and the lessees were demanding possession. Indian Agent Thomas had recommended the use of the military to move them, and all efforts had been unavailing, both upon the part of the Territory and the Indian agent in charge. Soon after my appointment I succeeded in moving the entire tribe upon allotted lands, locating them near some of their old fields, at the Kickapoo Springs. These fields they proceeded to reclaim and to fence, and plant in corn and other crops. My work, during June and July, consisted largely in locating the allotments, many of the corners having been removed or destroyed by fire. In August haying began, and almost every able-bodied Indian labored faithfully making hay with which to winter their stock, and for sale, one individual Indian having made and sold more than six hundred bales, which brought an average price of 17½ cents per bale. In making and marketing of this hay the habit of labor was encouraged, since which time there has been a marked improvement in their disposition to perform various kinds of labor. In September and November, 1896, many families were moved on their individual allotments, and up to the present time 40 of the 153 Kicking Kickapoos have located upon or have leased their individual lands. Owing to the wild, stubborn, and uncommunicative nature of these Indians and their superstitions, leasing their lands, as well as locating them, is attended with many difficulties and requires a great amount of labor. The Indians, who have gone upon their individual lands, have made considerable progress in the way of fencing and breaking lands and making other necessary improvements preparatory to making a crop the present season. It should be observed that most all of the improved places, which prior to allotment belonged to the Kicking Kickapoos, were allotted to the so-called Progressive Kickapoos.

A considerable majority of the tribe are now willing to lease their lands, and with the opening of the planting season nearly all heads of families who have teams and implements, or who can be provided with them, will go upon either their own allotments or that of some member of the family, and the balance of the land can be leased.

Many members who formerly viciously opposed schools are now in favor of education, while a minority are strongly opposed to schools and look upon the school as the medium through which they, as Indians, will be exterminated. Six months ago only one Indian wore citizens' clothes, and at this time fully one-fourth of the tribe have discarded the blanket, and three-fourths of them would wear citizens' clothes if the Government would provide them. Since last April many Kickapoos have learned to speak English to such an extent that they can readily make themselves understood, who prior to that time had spoke no English. The entire tribe are rapidly acquiring the English language, and the tendency toward the habit of labor is encouraged.

MARTIN J. BENTLEY.

EXHIBIT No. 41 [Goode].

The United States to Dudley H. Shawnee, Dr.

1898.

Dec. 31. To services rendered as interpreter for the second quarter, 1899, at
\$300 per annum \$75.00

Received at Shawnee, Okla., December 31, 1898, of Martin J. Bentley, assistant special United States Indian agent, \$75 in full of the above account.

DUDLEY H. SHAWNEE.

I certify, on honor, that the above account is correct and just, and that I have actually, this 31st day of December, 1898, paid the amount thereof.

MARTIN J. BENTLEY, *Special Disbursing Agent.*

EXHIBIT No. 42 [Goode].

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
Shawnee, Okla., August 11, 1898.

HON. W. A. JONES,
Commissioner of Indian Affairs, Washington, D. C.

SIR: I have the honor to state that my work in placing the Mexican Kickapoo Indians upon their allotments is seriously hampered by reason of not having a competent interpreter. There are only two persons in the Kickapoo tribe who can interpret at all, and there is such a spirit of rivalry and jealousy existing between them that one opposes and is inclined to discredit the other, so that neither can be used to any real advantage. Now, that funds are available to carry on this work, it is more important than ever that I should have an interpreter competent to make the Indians thoroughly understand. I have found an opportunity to procure the services of Mr. Dudley Shawnee, an Absentee Shawnee Indian, who speaks the Kickapoo language perfectly, and in addition to being an intelligent and very competent interpreter, is a first-class office man. He is willing to work for \$2 per day, or \$10 per week. And, inasmuch as his employment would fill the double purpose of clerk and interpreter, I feel fully warranted in asking authority to employ Mr. Shawnee, at a salary of \$10 per week.

Very respectfully,

MARTIN J. BENTLEY,
Assistant Special United States Indian Agent.

EXHIBIT No. 43 [Goode].

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
Shawnee, Okla., November 28, 1898.

HON. W. A. JONES,
Commissioner of Indian Affairs, Washington, D. C.

SIR: I have the honor to state that, agreeable to your letter of the 16th of September last, wherein you state that if I can secure the services of Mr. Shawnee, or any other competent interpreter, at the rate of \$300 per year, you will request the Department to authorize the position.

This office has had the benefit of Mr. Shawnee's services since October 1, as interpreter, and in addition to which he has rendered valuable services in other ways by assisting me in instructing the Indians in their work, and I desire authority to pay him at the rate of \$300 per annum, beginning October 1, 1898.

Most respectfully,

MARTIN J. BENTLEY,
Assistant Special United States Indian Agent.

EXHIBIT No. 44 [Bentley].

Indian Allotments Nos. 71, 72, and 73.

FARM LEASE.

Indenture of lease made and entered into this the twenty-third day of September, 1902, A. D., by and between Martin J. Bentley, legal guardian of Nahahche thot, of Shawnee, Oklahoma, and Levi J. Pipher, of Harrah, Oklahoma, party of the second part.

Now this indenture witnesseth: That the said party of the first part, for and in consideration of the sum of one dollar paid him by the said party of the second part, receipt of which is hereby acknowledged, and in consideration of the rents to be paid as hereinafter specified, and of the covenants, stipulations, and conditions hereinafter contained and hereby agreed to be paid, kept, and performed by the said party of the second part, his executors, administrators, and assigns, hereby lets and leases to the said party of the second part, his executors, administrators, and assigns, the following described tract of land, to wit: The northwest quarter and the west half of the northeast quarter of section twenty-four (24), township twelve (12), range one (1) east, in the county of Oklahoma, in the Territory of Oklahoma, containing two hundred and forty (240) acres, more or less, for the full term of five (5) years from January 1st, 1903, for farming purposes, with the right to use and occupy said land and premises herein leased for said period.

In consideration of which the party of the second part hereby agrees and binds himself, his executors, administrators, and assigns, and subleases, to pay or cause to be paid to the party of the first part, at the First National Bank, of Oklahoma City, the sum of two hundred and seventy-seven (277) dollars per annum, the same being at the estimated rate of two and 0.50 dollars per acre, for the one hundred and eleven (111) acres now in cultivation on said tract, to be paid annually on the 1st day of July. And the said party of the second part further covenants and agrees that he will break up and clear and put in cultivation enough additional land to make the total cultivated area on the aforesaid tract, at the expiration of this lease, not less than two hundred (200) acres; and that for the last and fifth year of this lease he will pay the sum of two and 0.50 (\$2.50) dollars per acre for the additional eighty-nine (89) acres aforesaid; and that during the continuance of this lease he will cultivate and improve said land in good and husband-like manner; and if at any time any portion of the lease money should be due and unpaid, that portion unpaid shall be a lien on the crop grown on said land as security for the payments of rents.

This indenture and lease shall be valid and binding only after having the approval of the probate judge of the county of Oklahoma, Oklahoma Territory, inscribed thereon.

In witness whereof parties of the first and second part have hereunto set their hands and seals this the day and year first above written.

M. J. BENTLEY,
L. J. PIPHER.

In consideration of the letting of the premises described in the foregoing binds himself, his executors, administrators, and assigns, and subleases, to pay the receipt whereof is hereby acknowledged, we the undersigned, J. O. Pipher and M. R. Lee, in the county of Oklahoma, Territory of Oklahoma, hereby become sureties for the punctual payment of all the rents and the performances of all the covenants and agreements in the above indenture of lease to be paid and performed by Levi J. Pipher, the party of the second part named therein; and if any default shall be made therein, we do hereby promise and agree to pay on demand unto the aforesaid party of the first part such sum or sums of money as will be sufficient to make up such deficiency and fully satisfy all the conditions, covenants, and agreements contained in said indenture of lease, without requiring any notice of nonpayment or proof of demand being made; and we do hereby bind ourselves, our heirs, executors, and administrators, jointly and severally and firmly by these presents.

Signed and sealed this 28th day of September, 1902.

J. O. PIPHER,
M. R. LEE.

VERIFICATION OF SURETIES.

TERRITORY OF OKLAHOMA, *County of Oklahoma:*

The sureties to the foregoing indenture of lease, being duly sworn and examined by me, state that they signed the foregoing obligation as sureties for

the leases under the annexed lease, and that they and each of them respectively own and possess property over and above all debts, liabilities, and legal exemptions of the value, worth, and sum placed opposite their names.

M. R. Lee----- \$5,000
J. O. Pipher----- 5,000

Subscribed and sworn to before me this 28th day of September, 1902.

[SEAL.]

J. J. BEALL, *Notary Public*.

My commission expires June 11, 1906.

TERRITORY OF OKLAHOMA, *Oklahoma County*:

In the probate court.

This lease having been presented to the probate judge of said county for his approval on the 28th day of September, 1902, the judge not being satisfied with the price offered for said lease of land, and continued the hearing for the purpose of obtaining evidence as to value; and afterwards, to wit, on the 7th day of November the lessee submitted affidavits of three disinterested parties as to the price agreed to be paid as being fair and reasonable, and in their opinion they believed it was to the interest of the minor that the lease be made, the probate judge in open court, after carefully considering said application for lease and the evidence submitted is satisfied the lease is to the interest of the minor, and that the same should be allowed and approved.

It is therefore considered, ordered, and adjudged by the court that said lease be in all things approved, allowed, and confirmed.

This 10th day of November, A. D. 1902.

[SEAL.]

J. P. ALLEN, *Probate Judge*.

TERRITORY OF OKLAHOMA, *Oklahoma County*, ss:

The Territory of Oklahoma to all whom it may concern, and especially to Martin J. Bentley, greeting:

Know ye that whereas application has been made to the probate court of said county for the appointment of a guardian to Nah ah che that, Indian, aged 9 years, minor heir of Wah ke nah qua mo quah, deceased, and it appearing to the court that it is necessary to appoint a guardian to said Nah ah che that, Indian child, of the Mexican Kickapoo tribe of Indians, said minor is known in the English language as Joseph Johnson, and the said Martin J. Bentley, having been approved for said trust by the court, and having given bond as required by law, which has been approved, filed, and recorded in said court:

Now, therefore, trusting in your care and fidelity, we have appointed, and do by these presents appoint you, the said Martin J. Bentley, as such guardian, hereby authorizing and empowering you to take and to have the custody of said minor and the care of his education and the care and management of his estate until he arrive at the age of 21 years, or until you shall be discharged according to law.

And requiring you to make a true inventory of all the estate, real and personal, of the said ward that shall come to your possession of knowledge, and to return the same into the probate court within three months from the date of these letters, or at any other time the court shall direct, to dispose of and manage all such estate according to law and for the best interest of the ward, and faithfully to discharge your trust in relation thereto, and also when required, in relation to the care, custody, and education of the ward, to render an account on oath of the property, real and personal, of the said ward in your hands and all proceeds and interests derived therefrom, and of the management and disposition of the same, within one year after your appointment, and annually thereafter, and at such other times as the proper court shall direct, and at the expiration of your trust to settle your account with the probate court, or with the ward, if he shall be of full age, or his legal representatives, and to pay over and deliver all the property, real and personal, remaining in your hands or due from you on such settlement to the person lawfully entitled thereto.

In testimony whereof we have caused the seal of our said probate court to be hereunto affixed.

Witness: J. P. Allen, judge of our said court, at Oklahoma City, in said county, this 11th day of December, A. D. 1901.

[SEAL.]

J. P. ALLEN, *Probate Judge*.

TERRITORY OF OKLAHOMA, *Oklahoma County, ss:*

I, Martin J. Bentley, do solemnly swear that I will discharge, all and singular, the duties of guardian of the person and estate of the above-named Nah ah che that, Indian (Joseph Johnson), according to law and to the best of my ability.

MARTIN J. BENTLEY.

Subscribed and sworn to before me this 11th day of December, A. D. 1901.

J. P. ALLEN, *Probate Judge.*

CLERK'S CERTIFICATE.

TERRITORY OF OKLAHOMA, *Oklahoma County, ss:*

I, E. M. Hurry, clerk of the probate court in and for said county and Territory aforesaid, do hereby certify that the foregoing is a full, true, correct, and complete copy of letters of guardianship and the copy of lease and order approving the lease, in the matter of the guardianship of Na-ah-che-thot, a minor, of the case therein entitled, as the same appears of record in my office.

In testimony whereof I have hereunto set my hand and affixed the seal of said court at Oklahoma City, in said county, this, the 6th day of November, A. D. 1905.

[SEAL.]

E. M. HURRY,
Clerk of Probate Court.

TERRITORY OF OKLAHOMA, *Oklahoma County, ss:*

In the district court in and for said county.

I, B. D. Shear, clerk of said court, do hereby certify that I have examined the records of said court and find the following cases are pending and undisposed of, wherein L. C. Grimes is a party thereto, to wit:

Case 4584. L. G. Pipher v. L. C. Grimes, filed June 13, 1904; action brought for replevin of wheat; Na-ah-che-thot, by M. J. Bentley, guardian, filed petition of intervention on November 18, 1904.

Case 4674. Nah-ah-che-thot, a minor, by Bentley, his guardian, v. L. C. Grimes and H. T. Douglas; suit filed August 30, 1904; cause of action, ejectment.

Case 5141. L. J. Pipher v. Lewis C. Grimes, Lewis C. Grimes, jr., Frank Curry, and Roe Curry. Suit brought April 10, 1905. Cause of action, injunction.

L. J. Pipher v. L. C. Grimes and Mrs. L. C. Grimes. On appeal from probate court to this court, wherein defendants are appellants. This cause not yet on our dockets because of failure to pay necessary costs. Suit brought for possession of premises; lower court judgment was for plaintiff; received here April 12, 1905.

Witness my hand and the seal of said court this 8th day of November, 1905.

[SEAL.]

B. D. SHEAR, *Clerk.*
By WILL H. CLARK, *Deputy.*

EXHIBIT No. 45.—[Bentley].

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
UNITED STATES INDIAN TRAINING SCHOOL,
Shawnee, Okla., August 10, 1903.

The COMMISSIONER OF INDIAN AFFAIRS,

Washington, D. C.

SIR: Referring to your letter (Land 46478-1903) of August 3, 1903, with which you transmitted a letter from J. H. Everest, of Oklahoma City, Okla., of July 22, 1903, in which he calls your attention to two leases made by William T. Hales, legal guardian of Pe-ah-che-thot and Ma-che-ka-pot, minor heirs of Ke-ho-ko-quah, deceased Mexican Kickapoo Indian, for the W. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ and the E. $\frac{1}{4}$ of the SW. $\frac{1}{4}$, comprising the SW. $\frac{1}{4}$ of sec. 13, T. 12 N., R. 1 E., I have the honor to report that Mr. Everest misrepresented the matter of the contest over these leases and he guardianship of he said minor heirs, in that Mr. Everest states that "your Office and the Secretary's office were in ignorance of the fact that at the time these leases were submitted and approved

there was pending in the district court of Oklahoma County, Okla., with respect to this land, the point at issue being whether W. T. Hales was the legal guardian of these Indians or whether one Robert Galbreath, appointed by the probate court of Oklahoma County, Okla., was the legal guardian of these minors."

This was not the point at issue in the trial referred to. Mr. Pipher, who was desirous, it seems, of leasing this land, secured the appointment of Mr. Galbreath as legal guardian over the said minors, and Mr. Galbreath, as such guardian, leased the allotments in question to the said Pipher, Mr. Pipher being all of the while fully advised of the law as to the leasing of these allotments, I having advised him personally that no lease on Indian lands could be made legal except by the approval of the Secretary of the Interior. The contest in the court was whether the leases made by Mr. Galbreath, through the probate court, as guardian of said minors, to Mr. Pipher were legal without the approval of the Secretary of the Interior. Contrary to the statement of Mr. Everest, to the effect that "Mr. Pipher's lease was not submitted to the agent when received and approved by the probate court, for the reason that Mr. Thackery informed Mr. Pipher that the approval of the Department was not necessary to leases made by the guardian of minor Indians where the leases were made under the direction of the probate court and confirmed by the court," I beg to state that I never advised Mr. Pipher or anyone else, as stated by Mr. Everest. Mr. Pipher occupied and used this land during the year 1902, and never paid any consideration whatever for the use of the land during that year, either to the Indians direct or to this office, and was told last fall by Mr. Cox, leasing clerk, that he could make leases on the land in question for the year 1903 if he would pay for the year 1902, which he refused to do, and the land, therefore, was leased to Mr. Grimes. It was probably for this reason that he attempted to make the probate court lease referred to above. At the time this conversation occurred between Mr. Cox and Mr. Pipher the latter claimed that he had paid Martin J. Bentley for the use of the land for the year 1902, but refused to state how much he had paid Mr. Bentley.

The case pending before the district court, as referred to in the letter of Mr. Everest, was decided on last Friday, the judge ruling that the leases of Mr. Pipher were illegal and without force. I send you herewith certified copy of the probate court proceedings with reference to the guardianship of Mr. Hales over these two minors referred to above, the case having been contested May 20, 1903, by Mr. Bentley and other parties interested in behalf of Mr. Pipher.

I also transmit herewith a letter of Martin J. Bentley, dated at Hot Springs, Ark., December 4, 1902, and written to Mr. Grimes, in which Mr. Bentley speaks of the matter of the leasing of these allotments. I transmit also a letter from J. H. Everest, dated at Oklahoma City, Okla., June 23, 1903, in which Mr. Everest states, "In reply I beg to call your attention to the fact that the validity of the leases to Mr. Pipher is now pending in the United States district court of Oklahoma County, etc.," which is somewhat at variance with the statement in his letter to your office, in which he states that the point at issue was whether W. T. Hales or Mr. Galbreath was the legal guardian of the said minors. With reference to J. H. Everest, I beg to refer to your letter (Land, 18913-1903) dated April 7, 1903, which refers to the contest by Manuel Mills (colored) against the allotment of Waw-paw-naw-ke-she-nqua, Mexican Kickapoo allottee No. 81. Mr. Everest was attorney for Mr. Mills in this case, and there can be no doubt whatever but that all of the evidence in the case as presented by Everest was false and that the allotment in question is legal, being the first allotment made to the Kickapoos of Oklahoma by Moses Neal, the then allotting agent.

This office has made several Indian leases to Mr. Pipher, and it is our intention to permit him to retain the same so long as his agreements are properly complied with, but in this particular case he is in the wrong, and if he has made the statement claimed to have been made by him by Mr. Everest he did so knowing it to be false. The fact that he did not get the lease of the land in question is entirely his own fault, which is traceable to his refusal to comply with my request that he pay for the use of this land during the year 1902. When requested to do this Mr. Pipher attempted to make his lease legal by securing the appointment of Mr. Galbreath as guardian, and then making the probate court leases referred to above.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

[EXHIBIT A.]

[Detached from affidavit of L. C. Grimes.]

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
UNITED STATES INDIAN AGENCY,
Shawnee, Okla., May 9, 1905.

Mr. L. C. GRIMES, Harrah, Okla.

SIR: I am in receipt of a letter from Hon. Horace Speed, United States attorney, as follows:

DEPARTMENT OF JUSTICE,
OFFICE OF THE UNITED STATES ATTORNEY,
DISTRICT OF OKLAHOMA,
Guthrie, April 14, 1905.

FRANK A. THACKERY, Esq.,
Superintendent and Special Disbursing Agent,
Shawnee, Okla.

DEAR SIR: With reference to the lease of Indian land to Pipher and Grimes, some memoranda have recently come into my possession which makes me very seriously question whether the Government should assist Grimes any further in getting the land or taking the land from Pipher. The suggestion that Grimes and his brother are old-time criminals, and that his brother is now a fugitive from justice, having years ago killed a man in the Chickasaw country before old Oklahoma opened; that L. C. Grimes, who has the lease, is a man with a long series of crimes in his record, and that comparatively recently, in November, 1904, at Harrah, on the night of the election, he cut to pieces with a knife a barber, intending to kill him, and that since that time in 1905, at Harrah, he also cut with a knife one Charles Offut.

The claim is that Grimes took and raised the children of his outlaw brother, and that they have become outlaws, or men of violent lives, and that he has around him a set of men who are men of violence, and some of them, at least, are horse thieves, when occasion presents itself. Among these are mentioned Dude Grimes, who is said to have often drawn his knife on people at and around Harrah who were not pleasing to him, and Tack Grimes, who has had similar habits and was with L. C. Grimes in cutting the barber above named; Charles Herron, a tough character, who drew his knife on Rob Ray about a year ago at Harrah, at a dance given at a section man's house; ——— Curry, who drew his knife on old man Pipher, the lessee, on the lessee's land about the early part of this March, and Jack Keppler, also a tough.

The claim is that there are ten or fifteen more of these people having L. C. Grimes as their head center, and that they make life down there unsafe to decent, law-abiding people, and that they are assisted by L. C. Grimes to obtain leases of Indian land for his benefit, and that it does not comport with good government or good citizenship there to continue to lease lands to them.

I do not know anything about the facts, and I would thank you to give me such information as you can in regard to these people, and their quality and conduct. If they are of the class described, it seems to me in the interest of peace their leases should be canceled, or if not canceled, there should be no further leases given to them or their friends after the present leases expire. It is said that some years ago Grimes had leases which were canceled by the Department, after full investigation by one of its own officers, and that the cancellation was upon the grounds above indicated. If that is true, then the leasing thereafter must have been through forgetfulness of that investigation.

Please let me have what information you can, and oblige,

Very respectfully,

HORACE SPEED,
United States Attorney.

If the statements contained therein are true, it is very evident that you should not be permitted to longer reside upon Indian land. It is my intention to carefully investigate the statements contained therein, and I will be pleased to receive from you such statements or proof with reference to these charges as you may care to offer, in writing.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
UNITED STATES INDIAN AGENCY,
Shawnee, Okla., June 26, 1905.

Hon. HORACE SPEED,
United States Attorney, Guthrie, Okla.

SIR: I have the honor to refer to your letter of April 14, 1905, with reference to the leases on Indian land to Mr. L. J. Pipher and L. C. Grimes, in which you refer especially to the character of L. C. Grimes.

On May 9, 1905, I addressed a letter to Mr. Grimes at Harrah, as follows:

Mr. L. C. GRIMES, Harrah, Okla.

SIR: I am in receipt of a letter from Hon. Horace Speed, United States attorney, as follows:

(Here I quoted him your letter.)

* * * * *
If the statements contained therein are true, it is very evident that you should not be permitted to longer reside upon Indian land. It is my intention to carefully investigate the statements contained therein, and I will be pleased to receive from you such statements or proof with reference to these charges as you may care to offer in writing.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

I inclose herewith all the correspondence I have received with reference to the character of Mr. Grimes and his brother.

In your letter you ask me to give you such information as I can in regard to these people and their quality and conduct. I am fully convinced that the source of your information with reference to the character of Mr. Grimes and his brother and family are unreliable.

It is true that the matter of these leases was investigated about the year 1900 by one E. B. Reynolds, a special agent of the Indian Office at Washington, D. C., at which time Martin J. Bentley was the acting Indian agent in charge of the Kickapoo Indians. I was advised by the honorable Commissioner of Indian Affairs that Mr. Reynolds recommended in his report the approval of Mr. Grimes's leases for one year only, and prior to the expiration of these leases of Mr. Grimes I assumed charge of the work at this agency. This lease trouble was one of the first to be called to my attention after taking charge of the work. I made a very careful investigation of the whole case, and asked that the matter have the further attention of a special agent or inspector of the Department. Accordingly, Mr. Eugene McComas, a special agent of the Interior Department, was detailed to investigate and report upon the matter, and upon the strength of his report Mr. Grimes was permitted to renew his leases.

I concurred in the report of Special Agent McComas, principally for the reason that while Mr. Bentley was acting as agent he drew, or caused to be drawn up in his office, leases in favor of said L. C. Grimes for terms of years varying from one to five years, the consideration of said leases being, for the most part, improvements, such as building of fences, houses, and the like, and the grubbing and breaking up of a considerable number of acres of raw land, and that in approving said leases where they contained a three or five year improvement contract, for only one year, it worked a serious and unfair hardship upon Mr. Grimes, in that he could not possibly do the work and improvements named in the leases without a great expense to himself if he was to be permitted to use the land only one year.

With reference to his character, I found at that time that he lacked a considerable of being an ideal man in that respect. However, I was then and I am now of the opinion that he is equal to or better than the average citizen of this Territory, both with reference to character and business standing. With reference to the business relations of Mr. Grimes with this office, I would state that his lease money or other payments are promptly attended to, though I have experienced some little difficulty in having the improvement contracts of his leases complied with. However, when they have been called to his attention he has always complied with the directions of this office.

I see no reason why a decision with reference to whether Mr. Grimes or Mr. Pipher should be permitted to occupy certain of these Indian lands should not be reached without further delay.

Mr. Pipher holds illegal leases on part of the land made through the probate court of Oklahoma County by Martin J. Bentley, the same not having the approval of the Secretary of the Interior, while Mr. Grimes has fully complied with the requirements of the Department. This case has been delayed in the courts from time to time for the past three years, and it seems at present that the case is being delayed in order to permit Mr. Pipher to harvest the crops from the land in question, though this office has and still continues to require Mr. Grimes to pay the rental money due the Indians under his leases.

Very respectfully,

Superintendent and Special Disbursing Agent.

EXHIBIT No. 46 [Goode].

TERRITORY OF OKLAHOMA,

County of Oklahoma:

Lewis C. Grimes, of lawful age, after being duly sworn, upon his oath says that he is the person who has made application for lease of certain Indian lands in and around Harrah, Okla., and who has heretofore, and now is, the holder of leases to the same tracts. That upon the — day of —, 1905, affiant received from Mr. Frank Thackery a letter, which is hereto attached and marked "Exhibit A" (see Exhibit C), and made a part hereof; that after reading same affiant at once prepared to meet the insinuations therein made; that to do so he prepared a petition which in terms amounted to indorsing him as a man of respectable character and standing in the community in which he lived at that time—that is, Harrah, Okla.; that said petition was circulated among the residents of Harrah and among those living in and about the town, and that the same was almost unanimously signed by all the people living in Harrah and around about the town; that to supplement said petition said affiant procured letters from bankers and business men of Oklahoma City, the county seat of the county in which affiant lives, which letters were for the purpose of corroborating the statements made by the petitioners who signed the petition hereinbefore mentioned; and all of said letters and said petition was by affiant forwarded to Mr. Thackery by mail. And that to further support his said petition and letter hereinbefore referred to, this affiant referred the letter containing the charges against him to his lodge at Harrah, Okla.; the matter was taken up by his lodge and the lodge unanimously indorsed him, and passed a resolution demanding of the persons who wrote the letter hereinbefore referred to as "Exhibit A" the names of the persons who made the charges, and the instrument of writing signed by them, and demanding proof of the charges; which resolution and action of the lodge was forwarded to Mr. Thackery. Said lodge has since made demand on Mr. Thackery for the information first asked for or a return of all the papers sent to him. After all these papers had been forwarded to Mr. Thackery the affiant heard nothing further regarding the same, and knows nothing now of what became of all the materials furnished by him and sent to Mr. Thackery; but relying upon the belief that the information furnished was sufficient refutation of all the charges made, and that same was entirely and wholly satisfactory to Mr. Thackery and the Department which he represents, affiant did nothing more in the matter until Friday, the 3d day of November, 1905, when Mr. Thackery reported to affiant that he had received a letter from the Interior Department in which he received information that Mr. James E. Jenkins, special agent of the Department, had reported to the Department of the Interior that affiant was not a fit and proper person to hold the leases to Indian lands. Affiant thereupon came to Oklahoma City and secured letters from the business men and county officials and such other persons as had known him for ten or fifteen years, in which they each one testify to his character and standing and reputation in the community in which he has lived during all the years since this country was opened and settled. These letters are hereto attached and made a part of this affidavit.

Affiant further says that one Martin J. Bentley—long ago discredited by the Interior Department—and who some years ago had charge of the Kickapoo Indian tribe in Oklahoma, as their representative, has for several years past

sought to act for the minors, orphans, and weak-minded Indians belonging to the tribe, and as affiant believes has, by false representations made to them, secured their confidence to such an extent that he has been enabled to mistreat them and then send them out of the country to the Territory of New Mexico. That in furtherance of his scheme he secured an appointment as a guardian for an Indian owning some of the land mentioned in leases belonging to this affiant and after securing such appointment as guardian by the probate court of this county, said Bentley made and entered into a lease for the land with one L. J. Pipher. That the lands so leased by said Bentley to said Pipher were at the time said lease was made, in the possession of and control of this affiant, who was occupying the same under a lease made and executed by the Indian and approved by the Secretary of the Interior, regular in all respects upon its face. That the appointment of Mr Bentley and the lease made to Mr. Pipher is shown by a certified copy of same hereto attached and made a part hereof. That soon after the making of said lease to Mr. Pipher and while this affiant was in possession of said land, as aforesaid, said Pipher brought suit in the probate court of Oklahoma County to oust Mr. Grimes from occupancy and at the same time attached the crops then and there growing (approximately of the value of \$2,000) and said court, believing that it was authorized to act in the premises, after a hearing had before it, made an order ousting this affiant from occupancy. That since the bringing of that first suit and making of lease hereinbefore referred to, Mr. Pipher has brought the several suits which are now pending in the district court of this county and shown by an exhibit attached and made a part hereof, and has also brought suit to oust from occupancy the tenants of this affiant living upon the land. That, with the exception of Mr. Bentley and Mr. Pipher and their immediate associates and friends, there is no one who is acquainted with the general reputation of the affiant for being a peaceable, law-abiding, and financially reliable citizen of Oklahoma County but who would say that his reputation in all these regards is good.

That this Mr. Bentley, hereinbefore referred to, told this affiant that he intended to see that he never got a deed nor lease to any piece of Indian land in this country and intended to break him and drive him away from there. This affiant believes that said Bentley and said Pipher intend to carry their threats into execution, if possible, and that they are actuated and prompted in the doing of the things they are doing and have done solely because of the fact that this affiant has contested every step that they have taken in the courts and intends to fight every step taken in the courts until a final settlement thereof. That the supreme court of this Territory, in the month of June, this year, handed down a decision which holds that a guardian appointed by the probate court has no power to lease the Indian lands and that no lease of the Kickapoo Indian lands is good unless the same is made and approved by the Interior Department. That although affiant has paid regularly his rental charges upon all Indian lands and has conformed to all the requirements of his leases he has been compelled to pay large sums of money to attorneys, large sums of money as costs in court and has been harassed and embarrassed by said parties and their associates for more than three years last past. That the crops raised on said land this year are reasonably of the value of \$1,700, which crops said Pipher harvested and is harvesting and now has possession and control of. That affiant believes said Pipher to be insolvent, and that if he recovers judgment for the value of the crops which he has lost there is a grave question whether he will be able to recover the value thereof or not. Affiant believes that it is the duty of the Government who made these leases to him, and who guaranteed to him in same a quiet, peaceable enjoyment of said property, to protect him and make his losses whole, and see that his possession to said land is not violated. Believing that it was the duty of the Government to protect him in his possession of same, affiant has called upon the United States district attorney's office of Oklahoma Territory and asked him to assist him. That instead of receiving that assistance which he thought and still thinks he is entitled to, the district attorney answers by writing the letter hereto attached and marked "Exhibit A," and has never at any time asked this affiant to submit his answer to the same.

Affiant further states that he was informed that Mr. Jenkins, United States inspector, was in his neighborhood looking up the matter of Indian lease and incidentally affiant's record, but he expressly says that although he was at home during all the time that Mr. Jenkins was in the country, Mr. Jenkins

never called upon him, neither did he request in writing any statement or answer to any of the charges that had been presented by his enemies heretofore referred to. Affiant states further that he was told by his neighbors and other persons in whom he has confidence that said Jenkins went with Mr. Pipher and went to Pipher's house and rode around over the country with him and saw and talked to just such people as Mr. Pipher took him to. Affiant further says that if Mr. Jenkins had made a fair and full investigation that he would have found all the statements made by the business men of Oklahoma City in the letters hereto attached to be absolutely true, but that instead he accepted only the evidence and statements of affiant's enemies and persons whom affiant has no confidence in at all, whose character affiant believes to be bad and affiant believes would stop at nothing to do him personal injury.

That if said affiant had the time he could obtain hundreds of letters indorsing him as strongly as those that are attached hereto and made a part hereof, that he could not only get letters from leading business men of this county, but of the leading business men of the Territory and Territorial officers indorsing him as strongly as he has been indorsed in the letters hereto attached.

L. C. GRIMES.

Subscribed and sworn to before me this 6th day of November, 1905.

[SEAL.]

R. A. PARMAN, Notary Public.

My commission expires August 24, 1908.

EXHIBIT No. 47 [Goode].

TERRITORY OF OKLAHOMA, County of Oklahoma, ss:

Personally appeared before me, the undersigned authority, Lewis C. Grimes, of lawful age, who, being first duly sworn upon his oath, deposes and states that he is the lessee for the allotments of Ah ten y teck allottee No. 74; Pah pah thah peah, allottee No. 64; Maw ke puck e thee, allottee No. 66; Wah theck ko na hah, allottee No. 67; Wah pah che qua quah, allottee No. 70; Ke ah ho ko quah (by her heirs), allottee No. 32; Pe ah che that, allottee No. 33 (by his legal guardian); Robert J. Navarr, citizen Pottawatomie, allottee No. 1217 (by his natural guardian); Nah ah che thot, allottee No. 72 (by his natural guardian); Wah pe nah qua no quah, allottee No. 71 (by her heirs); that for all of the aforesaid leases of 80 acres each affiant has a legally approved lease; that affiant cultivated and used the allotment of Peck ke ah peah, Mexican Kickapoo, allottee No. 65, during the year 1905; that affiant had no approved lease on said allotment last above-named during the said year 1905, but that affiant did have an approved lease on said land for several years prior to the year 1905; that affiant paid to the allottee in cash the sum of \$50 for the use of said allotment during the year 1905; that said payment was made in the "Fugatte store" at Harrah, Okla.; that said \$50 was \$10 more than affiant had ever paid in any one year previously for the use of said land under an approved lease; that affiant has cultivated and used the allotment of Pesh she quah, allottee No. 68 (Mexican Kickapoo), for several years last past, and that affiant has made regular payment to the acting Indian agent for the use of said allotment; that affiant has repeatedly attempted to make a legal lease on said allotment but failed to do so for the reason that ex-Agent Martin J. Bentley, as affiant believes, prevented the heirs from signing said lease to affiant; that affiant "settled up" and divided a former business partnership that had existed between affiant and one William C. Grimes, the division being made about two years ago; that in said division affiant was to receive the benefits from the allotment of Ah na sha wah to or Tom Smith, Mexican Kickapoo, allottee No. 61; that affiant has cultivated and used the allotment of said Tom Smith for the past two years and has made the payments called for in the lease for said land; that excepting on this one allotment there is no business connection between affiant and the said William C. Grimes of any kind whatsoever with reference to the management or control of Indian lands; that affiant has no control, voice, nor in any manner assists in the management of the leases of the said William C. Grimes; that affiant positively states that he has never re-

moved any timber, wood, posts, or saw logs from any Indian lands whatsoever excepting where he had proper authority for so doing; that affiant has sold wood cleared off of Indian lands in accordance with the specifications of his lease, but that affiant has never sold as much as one foot of lumber taken in any form from Indian lands; that at the recent investigation of this lease matter Inspector James E. Jenkins affiant positively states that said inspector did not call upon affiant nor give affiant any opportunity whatsoever to answer any charges that had been made against affiant; that affiant was at his home in the town of Harrah, Okl., during all of the investigation by said inspector; that affiant is informed by the cashier of the Harrah State Bank (Arthur Hollis) that said Hollis pointed out the residence of affiant to said inspector, but that said inspector advised said Hollis that he (the inspector) did not want to see Grimes.

Affiant further states that he (affiant) has not as yet fully complied with all of the specifications of his lease contracts in so far as the improvements are concerned, but that he will do so prior to the expiration of said leases; that the reason of affiant for not having complied with said contracts is that he (affiant) has been compelled to spend much of his (affiant's) time and money in the local courts defending affiant against attempts made by Martin J. Bentley and L. J. Pipher and M. R. Lee to dispossess affiant from possession of certain Indian land for which affiant had and now has a legally approved lease; that after the local Indian office refused to recognize said Bentley as the legal guardian of Indian children of the Shawnee Indian agency said Bentley, by and with the assistance of said Pipher and Lee, attempted to establish, through the local courts, the rights of a guardian to make a lease on Indian lands the title to which is retained in trust by the Government of the United States for such Indian without any consultation or recognition of the rights and authority of the Secretary of the Interior over Indian lands, and that affiant was compelled to employ his own lawyers to defend both affiant's rights as the local lessee of said lands and the authority of the Secretary of the Interior to make such leases; that affiant positively says that he (affiant) has no business other than farming and stock raising; that affiant is the father of five children and that there is no school located near by the leases of affiant; that affiant therefore moved his family to the town of Harrah, Okla., about three years ago in order that they might have school advantages; that affiant's present home is only about three-quarters of a mile from affiant's leases; that affiant has 16 fine large mules and plenty of farm machinery for properly farming all of affiant's leases.

LEWIS C. GRIMES.

Subscribed to in my presence and sworn to before me this 8th day of November, 1905.

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EXHIBIT No. 48 [Goode].

TERRITORY OF OKLAHOMA, *Oklahoma County, ss:*

Personally appeared before me, the undersigned authority, William C. Grimes, of lawful age, who, being first duly sworn, upon his oath deposes and says he is the lessee on the allotments of Ket-te-quah, Mexican Kickapoo allottee No. 41, who was allotted the E. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of sec. 14, T. 12 N., R. 1 E.; Wah-pecome, Mexican Kickapoo allottee No. 42, who was allotted the W. $\frac{1}{4}$ of the SW. $\frac{1}{4}$ of sec. 14, T. 12 N., R. 1 E.; Ah-waw-nee, Mexican Kickapoo allottee No. 40, who was allotted the W. $\frac{1}{4}$ of the SE. $\frac{1}{4}$ of sec. 14, T. 12 N., R. 1 E.; and the allotment of Ah-na-sha-wah-to or Tom Smith, Mexican Kickapoo allottee No. 61, who was allotted the lot 4 and the NW. $\frac{1}{4}$ of the NE. $\frac{1}{4}$ of sec. 22, T. 12 N., R. 1 E. That Lewis C. Grimes, who has other Indian lands leased in the vicinity of the land above named, is affiant's uncle, and that affiant was raised by said uncle from the date of affiant's father's death, which happened December 15, 1887, until shortly before the marriage of affiant, seven years ago; that said Lewis C. Grimes also raised and supported in his (Lewis C. Grimes's) home four brothers and four sisters of affiant's, making nine in all; that up until a little over two years ago affiant and his brothers as-

sisted said Lewis C. Grimes in the cultivation of all of said Lewis C. Grimes's leases; that prior to a little over two years ago affiant and his brothers held a common interest with said Lewis C. Grimes in all of the latter's leases; that a little over two years ago affiant and said Lewis C. Grimes dissolved their partnership, at which time affiant agreed to turn his lease on the 80 acres (Tom Smith allotment) over to said Lewis C. Grimes; that from the time of this division there has been no business connection whatever between affiant and said Lewis C. Grimes in so far as the management of said leases are concerned. Affiant further states positively that said Lewis C. Grimes has no interest nor voice whatsoever in affiant's leases, excepting the one allotment named above.

WILLIAM C. GRIMES.

Subscribed to in my presence and sworn to before me this 7th day of November, 1905.

FRANK A. THACKERY.

EXHIBIT No. 49 [Goode].

TERRITORY OF OKLAHOMA, *Pottawatomie County, ss:*

Personally appeared before me this 13th day of November, 1905, Lewis C. Grimes, of lawful age, who, being by me duly sworn, upon his oath deposes and says that he has no connection whatsoever, either direct or indirect, with Z. T. Wright in any leases whatsoever on Indian lands; that affiant and said Z. T. Wright did at one time attempt to purchase the leases of one Charles F. Parker on Mexican Kickapoo allotments, for most of which they had secured deed under the first rules of the Department governing the sales of heirship Indian lands; that outside of this business connection affiant has had no business connection whatsoever with the said Z. T. Wright in so far as the leasing of Indian lands are concerned.

L. C. GRIMES.

Subscribed to in my presence and sworn to before me this 13th day of November, 1905.

FRANK A. THACKERY,

Superintendent and Special Disbursing Agent.

EXHIBIT No. 50 [Goode].

TERRITORY OF OKLAHOMA, *County of Oklahoma, ss:*

Personally appeared before me, the undersigned authority, A. G. Hollis, of lawful age, who, being first duly sworn, upon his oath deposes and states that affiant is cashier of the Harrah State Bank, of Harrah, Okla.; that a short time ago one James E. Jenkins called at affiant's place of business and left affiant his (James E. Jenkins's) card, the same being herewith attached; that said James E. Jenkins asked affiant as to the residence of one Lewis C. Grimes and L. J. Pipher, whereupon affiant gave said James E. Jenkins the information called for and offered to point out the home of said Grimes, which was only about two blocks distant from affiant's place of business; that said James E. Jenkins said to affiant to never mind (meaning that affiant need not point out further than affiant had already done so the home of said Grimes); that affiant saw said James E. Jenkins and L. J. Pipher together later and that they took the west-bound train together, and that affiant understood and believes that said James E. Jenkins and said Pipher went to Oklahoma City, Okla., together; and that affiant is informed and believes that said James E. Jenkins did not see nor call upon said Grimes for any information relative to Indian leases; and that affiant informed said James E. Jenkins that affiant had lived

in this locality but a few months and did not know either said Grimes or said Pipher very well, but that affiant understood and believed that both said Grimes and said Pipher were men who drank intoxicants.

A. G. HOLLIS.

Subscribed to in my presence and sworn to before me this 8th day of November, 1905.

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EXHIBIT No. 51 [Goode].

TERRITORY OF OKLAHOMA,
Pottawatomie County, ss:

Personally appeared before me, the undersigned authority, Mack Johnson, of lawful age, who, being by me first duly sworn, upon his oath deposes and states that he is well and personally acquainted with L. J. Pipher, of Harrah, Okla.; that he has known said Pipher for about four years last past; that he has seen said Pipher drinking whisky, and that said Pipher bought and gave affiant whisky at Harrah, Okla., and at McLoud, Okla.

MACK JOHNSON.

Subscribed to in my presence and sworn to before me this 14th day of November, 1905.

[SEAL.]

PETER P. RATZLAFF,
Notary Public.

My commission expires May 8, 1905.

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TERRITORY OF OKLAHOMA,
Pottawatomie County, ss:

Personally appeared before me, the undersigned authority, Pem me pah hone, of lawful age, who, being by me first duly sworn, upon his oath deposes and says, that he is well acquainted with L. J. Pipher, of Harrah, Okla.; that he has known said Pipher for about four years last past; that he has seen said Pipher drinking whisky, and that said Pipher bought and give Mack Johnson whisky at Harrah, Okla.

PEM ME PAH HONE (his x mark).

Witnesses to mark:

THOS. W. ALFORD.

W. F. DICKENS.

Subscribed and sworn to before me this 15th day of November, A. D. 1905.

[SEAL.]

T. W. ALFORD,
Notary Public.

My commission expires January 23, 1907.

EXHIBIT No. 52 [Goode].

TERRITORY OF OKLAHOMA,
County of Oklahoma, ss:

Personally appeared before me, the undersigned authority, Al Staebler, of lawful age, who, being first duly sworn, deposes and states that affiant is in the livery and stable business in the town of Harrah, Okla.; that affiant is well and personally acquainted with Lewis C. Grimes, who affiant has known for the past twelve years, and that affiant is similarly acquainted with L. J. Pipher, who affiant has known about four years last past; that affiant has seen both the said Grimes and the said Pipher drinking intoxicants; that affiant has seen the said Pipher so nearly under the influence of intoxicants that said Pipher could not walk straight; that affiant has taken said Pipher to his (Pipher's) home when said Pipher was too drunk to walk; that affiant has

drank intoxicants with said Pipher and said Grimes many times, and that affiant has seen said Pipher intoxicated many times; that affiant has drank intoxicants with two of said Pipher's sons, and seen said sons drinking such intoxicants many times; that said Pipher's son William is now a bartender in the town of McLoud, Okla., in the saloon of Makoska.

AL STAEBLER

Subscribed to in my presence and sworn to before me this 8th day of November, 1907.

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EXHIBIT No. 53 [Goode].

TERRITORY OF OKLAHOMA, *County of Oklahoma, ss:*

Personally appeared before me, the undersigned authority, William Muhlausen of lawful age, who being by me first duly sworn upon his oath, deposes and says that affiant has resided in the vicinity of Harrah, Okla., since the year 1901; that affiant has been well and personally acquainted with Lewis C. Grimes during all of said time, and that affiant has similarly known L. J. Pipher for about four years last past; that affiant has seen both said men Grimes and Pipher drinking intoxicants to the extent that they were partially drunk; that affiant has frequently drank intoxicants with said Pipher, and at one time with said Grimes; that affiant knows of his own personal knowledge that saw logs were taken from the NW. $\frac{1}{4}$ of sec. 19, T. 12 N., R. 2 E., by Will Dye, a sawmill man, whose place of business is near the town of Harrah aforesaid; that said Will Dye told affiant that he (Will Dye) was sent to get said saw logs by said Grimes, who said Will Dye further informed affiant owed said Will Dye a bill for sawing other lumber; that affiant assisted said Will Dye in cutting about nine saw logs from said land, five of which were cut from land now in cultivation and four of which were cut from the south 80 of said quarter section of land, the same 80 (south 80) being thereafter sold, as affiant is informed and believes; that affiant knows of other saw logs having been taken from Indian land, but affiant does not know what disposition was made of the lumber made from said logs, more than that a part of said lumber was used for improvements on Indian lands leased by said Grimes; that affiant has no knowledge of said Grimes having sold any logs or lumber other than as stated in the deal with Will Dye aforesaid; that affiant has heard and known of said Grimes selling cord wood taken from Indian land, the most of which has since been put in cultivation.

WM. MUHLAUSEN.

Subscribed to in my presence and sworn to before me this 8th day of November, 1905.

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EXHIBIT No. 54 [Goode].

TERRITORY OF OKLAHOMA, *County of Oklahoma, ss:*

Personally appeared before me, the undersigned authority, James F. Curry, of lawful age, who, being first duly sworn upon his oath, deposes and says he has known Lewis C. Grimes for four years past; that during the year 1903 affiant and his three brothers, his father, and one E. D. Bryant (brother-in-law of affiant), contracted to clear the timber off of about 60 acres from the W. $\frac{1}{4}$ of the SE. $\frac{1}{4}$

of sec. 13, T. 12 N., R. 1 E., allotted to Pe ah che thot, and the E. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of sec. 13, T. 12 N., R. 1 E., allotted to Kah kah che, Mexican Kickapoo allottee No. 34, but now sold to H. T. Douglas, of Shawnee, Okla., from said Lewis C. Grimes, who affiant believed and understood to have a legally approved lease or a deed for the land in question; that affiant and his brothers and father and the said E. D. Bryant were to receive the wood taken from said land as their pay for the work of clearing it off of said land; that affiant is well and personally acquainted with L. J. Pipher and has so known said Pipher for the three years last past, and that during said three years affiant has resided not to exceed $1\frac{1}{2}$ miles distant from the home of said Pipher; that affiant frequently sees said Pipher in the town of Harrah, Okla.; that affiant at such times has several times seen said Pipher when he (Pipher) was under the influence of whisky or other strong drink to the extent that said Pipher could not walk straight.

JAS. F. CURRY.

Subscribed to in my presence and sworn to before me this 7th day of November, 1905.

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EXHIBIT No. 55 [Goode].

TERRITORY OF OKLAHOMA, *County of Oklahoma, ss:*

Personally appeared before me this 8th day of November, 1905, S. B. Robertson of lawful age, who, being first duly sworn upon his oath, deposes and says that affiant has resided in the locality of Harrah, Okla., for more than one year last past; that during said time affiant has known Lewis C. Grimes and L. J. Pipher personally; that a part of said time affiant worked for said Grimes on some of his Indian leases; that affiant has seen both said Grimes and said Pipher drinking whisky or other intoxicants to the extent that they were under its influence; that to affiant's personal knowledge said Grimes has not improperly disposed of wood in any form from Indian lands during the time affiant has known said Grimes; that said Grimes has sold cord wood taken from Indian land where the land from which the wood was taken was put in cultivation in accordance with the specifications of his lease contract; that affiant now holds the office of deputy sheriff for the county of Oklahoma, this Territory.

S. B. ROBERTSON.

Subscribed to in my presence and sworn to before me this 8th day of November, 1905.

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EXHIBIT No. 56 [Goode].

TERRITORY OF OKLAHOMA, *County of Oklahoma, ss:*

Personally appeared before me, the undersigned authority, W. L. Bradley, of lawful age, who, being by me first duly sworn, upon his oath deposes and says that affiant has resided in the vicinity of Harrah, Okla., for the past six years, during all of which time he has been well and personally acquainted with Lewis C. Grimes, and the last four years of which affiant has similarly known L. J. Pipher; that affiant has seen both said Grimes and said Pipher drinking whisky or other intoxicants; that affiant has seen said Pipher and his sons, William, and another son now in Oklahoma City, Okla., whose name affiant can not now remember, under the influence of strong drink; that affiant believes that said L. J. Pipher uses more intoxicants than does said Grimes, and that affiant has never seen said Grimes under the influence of intoxicants. Affiant further states that he is well acquainted in the neighborhood of Harrah aforesaid, and that affiant has known said Grimes for the last thirteen years, and that affiant has never heard of said Grimes selling any lumber, posts, or

saw logs taken in any form from Indian lands, but that affiant has known of said Grimes selling cord wood taken from Indian lands where the land from whence the wood was taken was later put in cultivation in accordance with a lease contract.

N. L. BRADLEY.

Subscribed to in my presence and sworn to before me this 8th day of November, 1905.

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EXHIBIT No. 57 [Goode].

TERRITORY OF OKLAHOMA, *County of Oklahoma, ss:*

Personally appeared before me, the undersigned authority, James M. Curry, of lawful age, who, being by me first duly sworn, upon his oath deposes and says that he has known Lewis C. Grimes for the four years last past; that during the year 1903 affiant and his four sons, and one E. D. Bryant, contracted with the said Lewis C. Grimes to clear the timber off of 60 acres from the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ and the E. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of sec. 13, T. 12 N, R. 1 E., allotted to Pe-ah-che-thot and Kah-kah-che, respectively; that affiant understood that said Lewis C. Grimes had a legally approved lease on the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ of said section, and that he (the said Grimes) had a deed for the other 80-acre tract named above; that affiant cleared off about 40 acres of land under said contract and then stopped for the reason that the time for crop planting had come; that affiant is well and personally acquainted with one L. J. Pipher; that affiant has known said Pipher about three years last past; that during said three years affiant has frequently seen the said Pipher intoxicated and under the influence of intoxicants.

JAMES M. CURRY.

Subscribed to in my presence and sworn to before me this 7th day of November, 1905.

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EXHIBIT No. 58 [Goode].

TERRITORY OF OKLAHOMA,
County of Oklahoma, ss:

Personally appeared before me, the undersigned authority, John W. Honea, of lawful age, who, being by me first duly sworn, upon his oath deposes and says that affiant is a merchant in the town of Harrah, Okla.; that affiant has been well and personally acquainted with Lewis C. Grimes for the past nine years, and that affiant has similarly known L. J. Pipher for about two years last past; that to affiant's personal knowledge both the said Grimes and said Pipher drink intoxicants; that affiant has frequently seen both of said men drinking intoxicants, and that affiant has seen said Pipher so drunk that said Pipher could not walk straight at several different times, but that affiant has never seen said Grimes in a condition that he (Grimes) could not walk straight, nor properly transact his own (Grimes's) business. Affiant further states that he has never known nor heard (until this day) that said Grimes ever sold any lumber, saw logs, or posts taken in any form from Indian lands, but that affiant has known of said Grimes selling cord wood taken from Indian lands; that, so far as affiant knows and believes, all of such wood was taken from land that was later put in cultivation in accordance with a lease contract.

JOHN W. HONEA.

Subscribed to in my presence and sworn to before me this 8th day of November, 1905.

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EXHIBIT No. 59 [Goode].

TERRITORY OF OKLAHOMA,
County of Oklahoma, ss:

Personally appeared before me, the undersigned authority, George Allen, of lawful age, who, being first duly sworn, upon his oath deposes and states that affiant is well and personally acquainted with L. J. Pipher and has known him for one year last past; that affiant has seen said Pipher in the town of McLoud, Okla., frequently, and that every time affiant has seen said Pipher in said town he was or had been drinking intoxicants; that affiant has drank whisky or other intoxicants with the said Pipher; that one William Pipher, who is a son of the said L. J. Pipher, is at this time bartender in the saloon of "Ma-koska," at McLoud, Okla.; that affiant has seen both said Pipher and his son aforesaid under the influence of intoxicants; that affiant has seen said L. J. Pipher playing cards (the game known as "pitch") in the saloon aforesaid at the town of McLoud, Okla.; that affiant is residing upon land belonging to Lewis C. Grimes.

GEORGE ALLEN (his x mark).

Witnesses to mark:
FRANK A. THACKERY.
PETER P. RATZLOFF.

Subscribed to in my presence and sworn to before me this 7th day of November, 1905.

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EXHIBIT No. 60 [Goode].

TREASURER'S OFFICE, OKLAHOMA COUNTY,
Oklahoma City, Okla., November 4, 1905.

To whom it may concern:

I have known Mr. Lewis C. Grimes, of Harrah, Okla., for about two years, and I have known his general reputation for being a law-abiding, peaceable, honorable, and financially reliable man in each community in which he has resided during all the years since I have known him, and I know his general reputation in all these particulars to be good; and I cheerfully indorse him as a gentleman entirely worthy of confidence. He has had great experience as a farmer and stockman, and has been successful in these lines of business.

Very respectfully,

GEO. H. KLEIN.

EXHIBIT No. 61 [Goode].

OFFICE OF POLICE DEPARTMENT,
Oklahoma City, Okla., November 4, 1905.

To whom it may concern:

I have known Mr. Lewis C. Grimes, of Harrah, Okla., for about fourteen years, and I have known his general reputation for being a law-abiding, peaceable, honorable, and financially reliable man in each community in which he has resided during all the years since I have known him, and I know his general reputation in all these particulars to be good; and I cheerfully indorse him as a gentleman entirely worthy of confidence. He has had great experience as a farmer and stockman, and has been successful in these lines of business.

Very respectfully,

R. W. COCHRUE,
Ex-Chief Police.

EXHIBIT No. 62 [Goode].

OFFICE OF G. W. GARRISON,
Oklahoma City, Okla., November 4, 1905.

To whom it may concern:

I have known Mr. Lewis C. Grimes, of Harrah, Okla., for about twelve years, and I have known his general reputation for being a law-abiding, peaceable, honorable, and financially reliable man in each community in which he has resided during all the years since I have known him, and I know his general reputation in all these particulars to be good; and I cheerfully indorse him as a gentleman entirely worthy of confidence. He has had great experience as a farmer and stockman, and has been successful in these lines of business.

Very respectfully,

M. A. O'BRIEN,
Ex-Sheriff.

EXHIBIT No. 63 [Goode].

THE AMERICAN NATIONAL BANK,
Oklahoma City, Okla., November 4, 1905.

To whom it may concern:

I have known Mr. Lewis C. Grimes, of Harrah, Okla., for about fifteen years, and I have known his general reputation for being a law-abiding, peaceable, honorable, and financially reliable man in each community in which he has resided during all the years since I have known him, and I know his general reputation in all these particulars to be good; and I cheerfully indorse him as a gentleman entirely worthy of confidence. He has had great experience as a farmer and stockman, and has been successful in these lines of business.

Very respectfully,

J. H. WHEELER, *President.*

EXHIBIT No. 64 [Goode].

OFFICE OF G. W. GARRISON,
Oklahoma City, Okla., November 4, 1905.

To whom it may concern:

I have known Mr. Lewis C. Grimes, of Harrah, Okla., for about six years, and I have known his general reputation for being a law-abiding, peaceable, honorable, and financially reliable man in each community in which he has resided during all the years since I have known him, and I know his general reputation in all these particulars to be good; and I cheerfully indorse him as a gentleman entirely worthy of confidence. He has had great experience as a farmer and stockman, and has been successful in these lines of business.

Very respectfully,

G. W. GARRISON,
Sheriff, Oklahoma County, Okla.

EXHIBIT No. 65 [Goode].

OFFICE OF REGISTER OF DEEDS,
Oklahoma City, Okla., November 4, 1905.

To whom it may concern:

I have known Mr. Lewis C. Grimes, of Harrah, Okla., for about ten years, and I have known his general reputation for being a law-abiding, peaceable,

honorable, and financially reliable man in each community in which he has resided during all the years since I have known him, and I know his general reputation in all these particulars to be good; and I cheerfully indorse him as a gentleman entirely worthy of confidence. He has had great experience as a farmer and stockman and has been successful in these lines of business.

Very respectfully,

D. P. WRIGHT,
Ex-County Assessor.

EXHIBIT No. 66 [Goode].

OFFICE OF POLICE DEPARTMENT,
Oklahoma City, Okla., November 4, 1905.

To whom it may concern:

I have known Mr. Lewis C. Grimes, of Harrah, Okla., for about sixteen years, and I have known his general reputation for being a law-abiding, peaceable, honorable, and financially reliable man in each community in which he has resided during all the years since I have known him, and I know his general reputation in all these particulars to be good; and I cheerfully indorse him as a gentleman entirely worthy of confidence. He has had great experience as a farmer and stockman and has been successful in these lines of business.

Very respectfully,

JOHN HUBATKA.

EXHIBIT No. 67 [Goode].

OKLAHOMA CITY, OKLA., *November 4, 1905.*

To whom it may concern:

I have known Mr. Lewis C. Grimes, of Harrah, Okla., for about twelve years, and I have known his general reputation for being a law-abiding, peaceable, honorable, and financially reliable man in each community in which he has resided during all the years since I have known him, and I know his general reputation in all these particulars to be good; and I cheerfully indorse him as a gentleman entirely worthy of confidence. He has had great experience as a farmer and stockman and has been successful in these lines of business.

Very respectfully,

T. J. GRIFFITH.

EXHIBIT No. 68 [Goode].

PROBATE COURT, OKLAHOMA COUNTY,
Oklahoma City, Okla., November 4, 1905.

To whom it may concern:

I have known Mr. Lewis C. Grimes, of Harrah, Okla., for about ten years, and I have known his general reputation for being a law-abiding, peaceable, honorable, and financially reliable man in each community in which he has resided during all the years since I have known him, and I know his general reputation in all these particulars to be good; and I cheerfully indorse him as a gentleman entirely worthy of confidence. He has had great experience as a farmer and stockman and has been successful in these lines of business.

Very respectfully,

WM. P. HARPER.

EXHIBIT No. 69 [Goode].

UNITED STATES INDIAN AGENCY,
Shawnee, Okla., November 13, 1905.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to acknowledge receipt of your letter dated October 30, 1905, with reference to the trouble between Levi J. Pipher and Lewis C. Grimes, of Harrah, Okla., both lessees of Mexican Kickapoo allotments, in which, after going briefly over the history of the case and quoting from the recent report of an inspector, you instruct me as follows:

"In view of these facts, particularly in regard to the character of these two men, of Grimes's violation of the terms of his lease and of your admission that Grimes is not a proper man to give a lease to, the Office would like to have a report from you at an early date covering the points indicated."

Upon receipt of your letter I immediately made a personal inspection of each and every lease of Mr. Grimes's and of the character of both Mr. Grimes and Mr. Pipher in the community where they live. With reference to the character of these two men, I inclose herewith the affidavits of the following-named persons residing at or near Harrah, Okla., the same being attached together and marked "Exhibit A": Al Staebler, a liveryman in the town of Harrah, Okla.; Wm. Mahlausen, a farmer residing near Harrah, Okla.; James F. Curry, a farmer residing near Harrah, Okla.; S. B. Robertson, a deputy sheriff of Oklahoma County, Okla., residing in Harrah, Okla.; W. L. Bradley, a farmer residing near Harrah, Okla.; James M. Curry (father of James F. Curry), a farmer residing near Harrah, Okla.; John W. Honea, a merchant in the town of Harrah, Okla., and George Allen, a farmer residing near Harrah, Okla. In addition to my taking the affidavits above referred to, I called upon Mr. Pipher and requested of him, in the presence of Peter P. Ratzlaff, that he furnish me any evidence that he desired to offer with reference to his character, and that he give me the names of any persons that he might wish to refer me to with reference to his character. The only witness that Mr. Pipher sent to me was Wm. Mahlausen, whose affidavit is referred to above and is herewith inclosed. He gave me the names of a number of persons, however, who he said I might ask regarding his character, among whom were Otto W. Skorkowsky; a Mr. Kelly, living about a mile north of Mr. Pipher's home; Mr. S. W. Robertson, and Mr. John W. Honea. The affidavits of Mr. Robertson and Mr. Honea are referred to above and herewith inclosed, and I talked personally with both Mr. Skorkowsky and Mr. Kelly, who gave me the same facts as are contained generally in the affidavits above referred to, to wit, that both Mr. Grimes and Mr. Pipher were frequently seen drinking intoxicants. I also talked with a great many of the farmers and business men in the locality of Harrah with reference to the character of these two men, and I did not find any person who knew either Mr. Grimes or Mr. Pipher who would say other than both of these men drink intoxicants. It was generally admitted, however, that while they both drank in about an equal degree, Mr. Pipher becomes intoxicated with a much less amount than does Mr. Grimes, and consequently he more frequently becomes intoxicated, though he probably drinks no more than does Mr. Grimes. It was also generally agreed that when Mr. Pipher is under the influence of intoxicants he is good natured and insists on treating all of his associates, and that Mr. Grimes, when intoxicated, is inclined to be quarrelsome. With reference to the drinking habit of these two men, therefore, I must differ from the report of the inspector, my conclusions being that of the two men Mr. Pipher becomes intoxicated frequently and Mr. Grimes only occasionally; in fact, I found but very few of the many citizens I talked with who had ever seen him even partially under the influence of intoxicants, it being generally stated by them that, while he drinks whenever he feels like it, he knows enough to stop before getting too much.

There are inclosed herewith and marked "Exhibit B," the affidavits of Mack Johnson and Pem me pah bone wah to the effect that Mr. Pipher has bought and given them whisky, which fact further indicates the character of the man. With further reference to the character of these two men, I would state that

my personal observation in dealing with them both during the past four years has been that any statements made to me by Mr. Grimes could be relied upon and will bear such verification as may be made of them, and that when he is found to be in the wrong he freely admits the same and indicates his willingness to make reparation. With Mr. Pipher, however, I find that his statements can not be fully relied upon; that he usually makes a good impression on first acquaintance and that in talking over a matter such as the one in hand, he persists in introducing all of the good points of himself, not admitting that he has any bad habits, and insisting that he is in the right in all that has transpired, and that his opponent has been in the wrong from first to last, and is dishonest and generally unreliable. Mr. Grimes, on the contrary, is inclined to look at both sides of a controversy and to act fairly in all such matters. To more clearly show the deceitfulness of Mr. Pipher in business matters, I would respectfully refer to my letter to your office of August 10, 1903, in answer to your letter, dated August 3, 1903, and to my letter of June 26, 1905, to Hon. Horace Speed, United States attorney, copies of which are herewith inclosed and marked "Exhibit C." Before quoting from these letters I would state that from the statements of Mr. Pipher to Hon. Horace Speed, United States attorney for this district, he is attempting to secure favorable action by the Department upon the renewal of his leases on Indian land by pleading ignorance of the rules and regulations with reference to the leasing of Indian land; that the matter of the cancellation of Mr. Pipher's leases was first suggested to me by John W. Scothorn, assistant United States attorney for this district; that in addition to the suggestion of the assistant United States attorney, I talked the matter over personally with Hon. Horace Speed, both at his office, in Guthrie, Okla., and at the Threadgill Hotel, in Oklahoma City, Okla., my conversations with Mr. Speed on the matter having occurred prior to any action with reference to the cancellation of Mr. Pipher's leases; that Mr. Speed concurred in the suggestion of his assistant as to the cancellation of Mr. Pipher's leases, and that soon thereafter Mr. Pipher's leases were transmitted to your office for cancellation with my letter of July 14, 1904, and returned with your letter, dated July 26, 1904, and returned a second time with my letter of July 17, 1905 (which I respectfully request be reviewed in the consideration of this case), upon the strength of which, Mr. Pipher's leases were canceled as mentioned in your letter, dated February 21, 1905; that it is now evident that Mr. Pipher has brought enough influence to bear with Mr. Speed, as is indicated in his letter to me of April 14, 1905, and in his letter to you transmitting the recent statement of Mr. Pipher, copies of which are herewith inclosed and marked "Exhibit D," to induce Mr. Speed to change his attitude in the case. I think it proper to state here that a strong fight is being made against the reappointment of Hon. Horace Speed to his present position, and that Mr. Grimes is a Democrat and is backed for the most part by the influence of members of the Democratic party, and while I do not know to what political party Mr. Pipher belongs, his backing in this matter comes for the most part from members of the Republican party.

Returning, then, to the statements contained in my letter of August 10, 1903, to your office, and to the letter of Mr. Speed to me of April 14, 1905, I am unable to understand how Mr. Pipher can at this time plead ignorance of the rules of the Department, as indicated in my letter to you of August 10, 1903, wherein I state:

"Mr. Pipher being all of the while fully advised of the law as to the leasing of these allotments (I having advised him personally that no lease on Indian land could be made legal excepting by the approval of the Secretary of the Interior)."

I remember very distinctly of advising Mr. Pipher carefully as to what was necessary in order to secure an approved lease on the allotment of a minor Indian child, I having done so in the presence of several of the clerks of this office, who also have a distinct remembrance of the occasion. Mr. Pipher, then, misrepresents the facts in the case when he attempts to show that his actions in "intruding on other Indian allotments" were in ignorance of the rules of the Department. The facts are that he very well knew all of the time what was necessary to secure a legal lease on the land contested for, and that he was made to believe by outside parties (who also had a direct interest in the case and were anxious to have the local courts pass upon the point as to whether or not a lease on an Indian allotment approved by the probate court was legal without the approval of the Secretary of the Interior) that there was no question but that his lease with a legal guardian would be held by the

courts to be legal, and he accordingly ignored the Department and made light of any attempts on my part to have the courts sustain the Department. The information contained in the letter addressed to me by the Hon. Horace Speed on April 14, 1905, with reference to the character of Mr. Grimes is believed to have come directly from Levi J. Pipher, and the majority of the charges made therein are criminally wrong and made with the evident purpose of influencing Mr. Speed in behalf of Mr. Pipher. I carefully investigated these statements and referred to them in my letter of June 26, 1905, to Mr. Speed, a copy of which is herewith inclosed as a part of "Exhibit C." It is stated in these charges:

"That L. C. Grimes, who has the lease, is a man with a long series of crimes in his record, and that comparatively recently, in November, 1904, at Harrah, on the night of the election, he cut to pieces with a knife a barber, intending to kill him, and that since that time, in 1905, at Harrah, he also cut with a knife one Charles Offut.

"The claim is that Grimes took and raised the children of his outlaw brother, and that they have become outlaws or men of violent lives, and that he has around him a set of men who are men of violence, and some of them, at least, are horse thieves, when occasion presents itself. Among these are mentioned Dude Grimes, who is said to have often drawn his knife on people at and around Harrah who were not pleasing to him, and Tack Grimes, who has had similar habits and was with L. C. Grimes in cutting the barber above named.

"Charles Herron, a tough character, who drew his knife on Rob Ray about a year ago at Harrah at a dance given at a section man's house, ——— Curry, who drew his knife on old man Pipher, the lessee, on the lessee's land about the early part of this March, and Jack Keppler, also a tough."

As stated before, the great majority of these charges are criminally false (and were made in all probability by Mr. Pipher, who must have known at the time that they were for the most part false) and were made for the purpose of deceiving persons in authority in behalf of Mr. Pipher. As stated before, Mr. Grimes usually assumes an attitude of ill-nature when he is intoxicated, and when in this condition he has had two or three fights, much to his discredit, but as best I can learn and believe neither he nor his deceased brother were at any time fugitives from justice or connected in any way with any misdemeanor other than those referred to above, none of which seem to have been of enough importance to have ever been brought to trial. It is true that Mr. Grimes raised the children of his deceased brother, but as to their being outlaws or undesirable citizens of this locality I would state that such a charge is absolutely false and that they are respected citizens. Those of them who are of lawful age are married and have families and are farming for a livelihood and are fully equal to the average citizen of their locality in so far as character is concerned. I deem it much to the credit of Mr. Grimes that he should have taken this large family of children and raised them from childhood up. As further showing the character and standing of Mr. Grimes, there is inclosed herewith and marked "Exhibit D" the statements of the following-named citizens of the county in which Mr. Grimes resides: George H. Klein, treasurer of Oklahoma county; R. W. Cochru, ex-chief of police of Oklahoma City, Okla.; M. A. O'Brien, ex-sheriff of Oklahoma County; J. H. Wheeler, president of the American National Bank, Oklahoma City, Okla.; G. W. Garrison, present sheriff of Oklahoma County, Okla.; J. L. Mitch, register of deeds of Oklahoma County, Okla.; D. P. Wright, ex-county assessor of Oklahoma County, Okla.; John Hubatka, chief of police, Oklahoma City, Okla.; T. J. Griffith, hardware dealer, Oklahoma City, Okla., and William P. Harper, probate judge of Oklahoma County, Okla., all of which go to show that Mr. Grimes is an honorable, peaceful, and law-abiding citizen. I requested Mr. Pipher, as before stated, to furnish me with similar statements with reference to the character of himself, which he failed to do. I satisfied myself, however, that one son of Mr. Pipher's, Oscar Pipher by name, is a most excellent young man in every respect, and that there is nothing but good words spoken of him by everyone who knows him, but that two other sons of Mr. Pipher's are less reliable and have the undesirable habit, like their father, of indulging in intoxicants, all of which is indicated in a part of the affidavits of "Exhibit A," showing not only that two of his sons have this bad habit, but also that one of them (William Pipher) is at this time a bartender in the saloon of Makoska, at McLoud, Okla.

As to Grimes's violation of the terms of his lease, as stated before, I made a careful personal inspection of each lease contract of Mr. Grimes's, and without going into the details of each contract, I would state that the improvements

called for in his leases have not, for the most part, been made by Mr. Grimes. Most of the land required to be put in cultivation under Mr. Grimes's leases is now in a good state of cultivation, and, so far as the cultivating of said land is concerned, I found it to be in a condition equally good to that of Mr. Pipher's. A part of the land cultivated by both Grimes and Pipher was foul with weeds, due principally in each case to the excessive rain and water, thus preventing proper cultivation. All of the leases of L. C. Grimes's, with the exception of those on three allotments expire December 31, 1905, and Mr. Grimes has promised that all of his improvement contracts shall be fully complied with prior to that date, and I have instructed the additional farmer for that district to see that his promise is carried out.

As to my admission "that Grimes is not a proper man to give a lease to," I have to advise that I did not state to the inspector that Grimes was not a proper person to hold a lease on Indian land, neither did I state that Mr. Grimes did not farm his leases, but that he hired men to do the work; neither did I state that I was "endeavoring to repay Grimes for the bad treatment accorded him at the hands of Bentley," in the light stated by the inspector. I did state to the inspector, however, that Mr. Grimes, as well as Mr. Pipher, drank excessively, and that Grimes was inclined to be quarrelsome when he was drinking; that I had had some trouble with Grimes with reference to the improvements called for in his leases; that Grimes had more land than should be allowed any one man, and that I did not think it best to renew any leases in favor of L. C. Grimes, and had so instructed the additional farmer for the Kickapoos for his guidance in drawing up leases on Kickapoo lands. The meaning that I intended to convey to the inspector by my statement with reference to unfair treatment given by former agent Bentley, was that just prior to the time Mr. Bentley went out of office, he had drawn up, or caused to be drawn up, a number of five-year leases on Kickapoo allotments in favor of L. C. Grimes, in each of which a considerable amount of improvements was made a part of the contract, and that later these leases were approved by the Department for one year without any modification of the contract, thus holding Mr. Grimes to his contract as to improvements which he had made with the understanding that he would use the land for five years, when, in reality, he was to have the use of the land but for one year. I therefore urged that Mr. Grimes was entitled to a longer term of lease, if he was to be required to improve the land as specified in the leases referred to. I do not think, therefore, that the statement of the inspector to the effect "that I have been endeavoring to repay Grimes for the bad treatment accorded him at the hands of Bentley" gives a proper interpretation of my position on this point. While it is true that Mr. Bentley and I have disagreed to a considerable extent, and that Mr. Bentley has been back of Mr. Pipher in his action in this whole matter, I have endeavored not to allow this fact to in any way influence my action for or against Mr. Grimes.

With reference to Mr. Grimes disposing of wood in any form from Indian allotments contrary to the law, I would state that my conclusions are the reverse from those of the inspector, and that no lumber or saw logs have been sold, but that all native lumber taken from Indian lands by Mr. Grimes has been returned to Indian land in the form of improvements, excepting in two instances, where a small amount was used on land belonging to Mr. Grimes, wherein the logs from which the lumber was made were taken from the land required to be put in cultivation under a lease contract. It is true that Mr. Grimes has sold a considerable amount of cord wood from Indian land, but so far as I could ascertain from a very careful investigation the wood had all been taken from land required to be put in cultivation under a lease contract, and he was therefore entitled to appropriate the wood to his own use and made the leases with that understanding.

With reference to the charges in general against Mr. Grimes and his connection with other parties in the leasing business, there are inclosed herewith three affidavits of L. C. Grimes and one by Wm. C. Grimes, marked 'Exhibit E.' There is also inclosed herewith and marked "Exhibit F" the affidavit of A. G. Hollis, cashier of the Harrah State Bank, to the effect that he advised the inspector that both Grimes and Pipher drank intoxicants, which is at variance with the statement of the inspector to the effect that I am the only person he saw who claimed to have ever seen Pipher or his boys intoxicated.

In conclusion I would state that in my recent investigation of this matter at Harrah I got Mr. Grimes and Mr. Pipher together in the presence of John W. Honea, and that Mr. Honea then gave me the facts, as contained in his affidavit,

inclosed herewith as a part of "Exhibit A;" that I questioned Mr. Pipher in the presence of Mr. Honea with reference to the matter, whereupon he admitted that the statements of Mr. Honea were correct. From the conversation I had with Mr. Pipher and Mr. Grimes at this time I am confident that I can now settle this long-standing difficulty by giving Mr. Pipher's son Oscar (a most excellent young man) leases on two or three desirable allotments; by permitting the leases of L. C. Grimes to expire (insisting, however, that his improvement contracts be fully complied with), with the understanding that they will not be renewed to him, and by permitting W. C. Grimes (a man of good standing in his community, who is now head of a family and farming entirely upon his own responsibility, and whose leases I find to be in a good condition as to improvements and cultivation) to retain the leases he now holds, with the understanding that they be renewed under the same conditions as other leases are renewed, and that a second nephew of L. C. Grimes, whose name I do not know at this time, be permitted to lease one allotment, and that the balance of the allotments contested for be leased to disinterested persons to be selected by this office. If your Office is still inclined to favor Mr. Pipher in this matter further than indicated above, I would respectfully request that a second inspector be detailed to make a further investigation and report upon this case before any final action is taken, and in the end permit me to suggest further that in the whole connection of Grimes and Pipher in this matter Grimes has always been on the side of the Department and has done all he could to comply with the regulations of the Interior Department, and in this case he has not had the proper legal assistance of the United States attorney for this district, which he was fully entitled to, and has consequently been at a great loss of time and expense in defending his interests before the court against the actions brought by Martin J. Bentley and Mr. Pipher. On the other hand, Mr. Pipher has placed himself at all times in opposition, not only to this office, but also to the regulations of the Interior Department, doing all that was possible for him to do to have the local courts decide that a lease made by the legal guardian of an Indian child (copy herewith inclosed and marked "Exhibit G") could be made (legally) by the probate court, entirely ignoring the regulations of the Secretary of the Interior. Now, when Mr. Pipher finds that he is sure to be defeated in this matter, he is attempting to plead ignorance of the regulations and in my opinion deserves no further favorable consideration whatsoever, but on the other hand, should be ejected from the allotments for which his leases have been canceled and required to pay the amounts now due therefrom.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

EXHIBIT No. 70 [Goode].

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
Muskogee, Ind. T., October 12, 1905.

The SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: Referring to Department letter of September 25, 1905 (Ind. Div., 8467), and telegram of 3d instant bearing on same subject, containing instructions to investigate certain alleged irregularities in the leasing of Indian lands under supervision of the superintendent of the Shawnee school, Oklahoma, I have the honor to submit the following report:

The complaints allege that one L. C. Grimes, a resident of Harrah, Okla., is being especially favored by the superintendent in that he is allowed to lease a large number of choice allotments; that the prices paid are low; that he is not required to place the improvements stipulated in the leases on the lands; that he is permitted to remove wire and other material from allotments leased by him, and is not stopped from cutting wood, posts, and saw logs from allotments, which he has persisted in doing for years, contrary to the terms of his leases and to the personal knowledge of the superintendent. It is further

alleged that the said Grimes is a bully and braggart, a hard and notorious drinking man, not a farmer, but a speculator in leased lands; that the lands leased by him are not well farmed and are not cleared or improved as generally required; all of which facts are well known to Superintendent Thackery. Further, that other would-be lessees and good farmers and citizens are permitted to be bullied and threatened by Grimes and prevented from the peaceable occupancy of allotments leased or negotiated for, and that Grimes does not farm a single one of his leases, but that he sublets all and every one of them.

The principal complaint at this time is brought by Levi J. Pipher, a farmer and old soldier, recently removed here from Illinois. Pipher bought a farm about 2 miles north of Harrah, in the midst of Indian allotments, most of which have been leased by Grimes. It was the attempt to lease some of the allotments coveted by both men that brought on the present controversy. There have been disputes about heirships and guardianships and the affair has been dragging through the local courts for about two years. Each time Pipher has won in the courts, and has finally got judgment for possession of one of the contested leases and an injunction restraining Grimes from coming on the land.

I visited the lands in controversy, talked with a number of the leading citizens of the locality, and with neighbors of Grimes and Pipher, also conferred with Superintendent Thackery and consulted with United States Attorney Speed regarding these cases. While many of the statements I heard were conflicting and while there is much bitterness and prejudice and hard feeling as a result of these difficulties, I believe an equitable adjustment of the entire matter can be arrived at and settled for all time the troubles now existing as well as prevent their recurrence.

In the first place I find practically all the charges against Grimes to be true. He is a bully and "bluffer" and has monopolized the leasing of these lands ever since the country opened. He is not a farmer, but a speculator, and employs men to farm the lands for him. His leases are not well improved, fences are poor, clearing is not thoroughly done, and there is evidence of much waste in timber cutting. I saw many places where he had cut large trees from allotments (not necessarily for clearing) and find that he is hauling and shipping wood by the carload from other allotments. This has been going on for years. Several sawmills have been in operation in the vicinity for six years or more past and the proprietor of the one now operated at Harrah informs me that Grimes has been one of his largest customers for years, having many logs sawed into lumber. Practically all these logs, so the neighbors say, are from Indian leases. As there are no improvements worth mentioning on any of the Grimes leases and as he has had no other lands or timber it is plainly evident that he has been cutting a great deal of timber from Indian lands and disposing of it contrary to law. That he is a hard drinker and frequently becomes intoxicated and when in that condition is quarrelsome and dangerous is generally admitted. At the present time he has leases on 17 tracts, in the name of himself, his wife, brother, or nephew, and it is understood he is interested in the four leases of Z. T. Wright, of McLoud, who is also a speculator. I inclose a schedule of these leases, giving description, area, consideration, term, etc., of each lease. The total area of the Grimes leases is 1,269 acres; of the Wright leases, 320 acres. The average annual rental of the Grimes leases is: Cash, 63+ cents per acre; improvements, 57+ cents per acre, total \$1.21 per acre. Of the Wright leases: Cash, \$1.09+ per acre; improvements, 84+ cents per acre, total, \$1.93+ per acre, annually. It should be borne in mind that this is all excellent bottom land lying midway between Oklahoma city (population 30,000) and Shawnee (population, 20,000), and within 1 mile of a railroad station. The "improvements" consist largely of clearing the land, the wood, posts and lumber for building being sufficient, in the majority of cases, to pay for the work. As previously stated, while the Grimes leases do not appear to have been thoroughly cleared, it is evident that the clearing was done largely for the purpose of getting lumber and firewood for market, and not for improving the land, as is plainly contemplated by the terms of the lease.

Superintendent Thackery admits that Grimes is not a proper man to give a lease; that he does not farm the lands, but hires men to do the work; that he drinks excessively and is quarrelsome; that he does not farm the land well or make the improvements called for in the leases; also that he has more lands than should be allowed any one man. His excuse is that when he (Thackery) came here he thought Grimes has been unfairly dealt with by Bentley, former agent, and that he has been endeavoring to repay Grimes for the bad treatment

accorded him at the hands of Bentley. He freely admits that Grimes has imposed upon him and that he does not intend that Grimes shall be given any more leases.

Thackery's statement concerning Pipher is that while Pipher is an excellent farmer, with a family of three grown boys, all good citizens, and that he has good horses and a fine farming outfit generally, that when Pipher came here he undertook to lease lands through Bentley, legal guardian, and ignored the Department; also that Pipher has "lied to him," and that he has seen him drunk. My impression of Mr. Pipher is that he is a good citizen, honorable and well-meaning. He has an excellent family and a fine farming outfit. His reputation in the community, as well as where he formerly lived in Illinois, is first class. He has the name of being honest, industrious, and sober. Mr. Thackery was the only one I heard say they ever saw Pipher or his boys intoxicated, and they have the appearance of being sober, hard-working men. The trouble about the leases originated, according to Mr. Pipher's story, from his desiring to lease an allotment adjoining his homestead. He went to Superintendent Thackery and was told that he would have to lease through the legal guardian. The legal guardian proved to be Bentley, and Mr. Pipher, knowing nothing of the difficulties between Thackery and Bentley (being a stranger in the country and unfamiliar with lease regulations), proceeded to make a lease through Bentley, but failed to get same approved by the Department, claiming that he did not know such action was necessary and that he had not been so informed by Mr. Thackery. Herein was the beginning of all the present difficulties. Mr. Thackery stoutly declares that he fully advised Mr. Pipher that the approval of the Department was necessary to validate the lease, and Mr. Pipher as stoutly declares the contrary to be true. However, immediately following Mr. Pipher's action, Mr. Grimes proceeded, with Mr. Thackery's assistance, to have a natural guardian appointed for the minor for whom Bentley was the legal guardian (heir to the land just leased to Pipher), and showed by affidavits of various Indians that the affidavits produced by Bentley showing the said minor to be without parents were untrue. This question was tried in the local courts, resulting in a verdict for Bentley as the legal guardian. Nevertheless Mr. Thackery went on and leased the land to Grimes, through the natural guardian, and recommended that Pipher be forcibly ejected and Grimes be given possession of the land. In the meantime Pipher won possession of the land in the local courts, as stated, and got the court to issue a restraining order preventing Grimes from going on or taking possession of the land.

In my conversation with United States Attorney Speed he informed me that he did not consider the United States had a case against Pipher, and advised that the matter be settled outside of court, if possible. He freely advises that Mr. Grimes's allowance of leases be curtailed very materially, if not cut out altogether, and that Mr. Pipher be given fair consideration, believing that he (Pipher) was ignorant of the rules and that he was not clearly advised by Thackery when he first came here.

As to the question of the rights of the two guardians, the "legal" or the "natural," it appears the courts decided in favor of the former, although the Indians who made the affidavits on which this decision was based inform me they made no such statements, and that the contrary of what the affidavits attest is true. It is but reasonable to assume that Mr. Pipher should naturally abide by the decision of the courts. He was not acquainted with departmental practices, and the agency being 20 miles away, he could not consult with the agent very frequently. It is also but reasonable to assume that as he wanted to lease this land and was equipped to farm it, he would go about it in the most expeditious way to get it. He had no reason to want an illegal lease or to have trouble with his neighbors, and his past record shows him to be peaceable and well disposed. He wanted a lease, and it is clear to me that he went about to get it as he thought was the proper and quickest way, after due consultation with the Government agent.

While Mr. Thackery and Mr. Pipher disagree as to the conversation between them concerning the necessary steps to be taken for the approval of this lease, it would seem to have been the duty of Mr. Thackery to be very explicit; also that he should have written Mr. Pipher fully, in order that there could be no opportunity for a misunderstanding. It also savors of spite work on the part of Mr. Thackery against Bentley (in which Mr. Pipher is an innocent sufferer) in rushing the appointment of a natural guardian through and getting a lease approved for Grimes on the land in controversy. It is the apparent hatred of

Bentley and favoritism shown Grimes on Mr. Thackery's part that has caused so much unfavorable comment in the community, and apparently not without some grounds. While I have no use for Bentley, and while I believe Thackery to be honest and well-meaning (although frequently sadly lacking in judgment). I can see no good reason why Mr. Pipher should be made to suffer because of Bentley's and Thackery's troubles, of which he was entirely innocent.

I believe Mr. Thackery to be honest and well-meaning, as stated, but think this work too "heavy" for him, as suggested in my report on his agency two and a half years ago. He is easily prejudiced, easily imposed upon, and has not the business tact to handle an agency of this character. I believe he could conduct a fair-sized bonded school, where there would be school business only, and respectfully recommend he be transferred to such a position. In this connection I would again suggest that at agencies where there is much leasing business it would seem wise to select men of business experience, preferably experienced clerks, to be placed in charge. It would be a saving of time and trouble to the Department as well as to the public.

I would recommend that Mr. Pipher be given a lease on not to exceed 160 acres (this not to bar his sons from making leases if satisfactory to the lessors), and that in the future no lease be made to any one man in excess of 160 acres on agricultural lands, and that the lessee be required to be a farmer and to personally farm the land leased, also to make good and permanent improvements, fully stipulated in each lease, and to farm the land as it should be farmed, observing the rotation of crops, fertilizing, killing of weeds, repairing of roads and fences, etc. Indian leases generally are in wretched condition, and a thorough reform movement should be inaugurated to better them.

In view of the character of L. C. Grimes and the fact that he does not farm the lands of which he is lessee—subletting and improperly farming them, as well as disregarding the explicit terms of the leases with reference to improvements, disposal of timber, etc.—I would recommend that all leases held by him be promptly canceled at their expiration, and that he not be allowed to lease, sublease, or in any way occupy Indian lands in the future.

Papers forwarded me in the case are herewith returned, also schedule of leases held by L. C. Grimes, copy of affidavit attached to leases, statements of neighbors as to character of Grimes and Pipher.

Very respectfully,

JAMES E. JENKINS, *Inspector.*

EXHIBIT No. 71 [Goode].

DEPARTMENT OF THE INTERIOR,
Washington, January 20, 1906.

THE COMMISSIONER OF INDIAN AFFAIRS.

SIR: I have received and considered your communication of the 16th instant on the report of Inspector James E. Jenkins as to the difficulty between L. J. Pipher and L. C. Grimes concerning the leasing of certain Kickapoo Indian allotments in Oklahoma.

You refer to two reports, dated, respectively, October 30, 1905, and November 13, 1905, from Superintendent Thackery, of the Shawnee school, on the subject, and state that after careful consideration of the same it is evident that some action should be taken which will put a stop to the contentions of these men in so far as they affect Indian lands.

You therefore recommend:

"1. That both Levi J. Pipher and L. C. Grimes be prohibited from leasing any more Indian land under the jurisdiction of the Shawnee school.

"2. That the three existing leases of L. C. Grimes be permitted to expire, provided the improvement contracts are fully complied with, including those of his leases which have expired.

"3. That Mr. Pipher's son Oscar be permitted to negotiate for leases on two or three allotments.

"4. That W. C. Grimes be permitted to retain leases he now holds, four 80-acre tracts, with the understanding that they may be renewed (with the consent of the Indians thereto) under the same conditions as other leases are renewed.

"5. That a second nephew of L. C. Grimes (whose name is not now known to the superintendent) be permitted to lease one allotment.

"6. That the balance of the allotments contested for be leased to disinterested persons, to be selected by the superintendent's office.

"7. That Levi J. Pipher be required to vacate all of the Indian lands he is now occupying without approved leases and pay the rental due thereon."

Your said recommendations are approved, and you will take prompt steps to have the same put into effect.

All the papers submitted with your letter are herewith returned.

Very respectfully,

THOS. RYAN,
First Assistant Secretary.

EXHIBIT No. 72 [Howe].

EAGLE PASS, TEX., *December 7, 1904.*

MR. CHESTER HOWE,
Washington, D. C.

DEAR FRIEND: I didn't come to Washington yet this winter, because most all our folks are away back in the mountains killing deer. We have got plenty of bear meat and deer meat for all winter, but no flour and no cusko-weath. We don't understand about it. Senator Quay went with me to Mr. Jones to see about it. Mr. Jones said our money would be sent to us here to Eagle Pass, but the traders from Shawnee come here with a paper and tell us how much each one owe them and how much the agents hold for them at Shawnee. Now, you look at this. My money at Shawnee is \$50; from my camp to Shawnee and the car fare is \$45.40, both ways; just leave me \$4.60 to eat on, and when I get home I will have no money and nothing to eat all winter. I want you to see the Commissioner about it and write me a letter right away. I am waiting for you here at Eagle Pass. The Commissioner knows me and so does Major Larrabee. I sat down every day in their office for a long time last spring.

From your friend,

JOHN MINE.

WASHINGTON, D. C., *December 15 1904.*

HONORABLE COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to direct your attention to the matter of payment of the amount due for the sale of Mexican Kickapoo allotments No. 115 (Pe qua hah keth eh) to W. J. Riggs, the amount of said sale being about \$1,160, the same being in three separate certified checks payable to the heirs, consisting of the mother, a brother, and a sister.

This deed was approved by the honorable Secretary of the Interior, December 10, 1904.

Under the rules now in force the beneficiaries would be paid at the rate of \$10 per month from the Shawnee, Okla., agency.

The mother of this allottee is the oldest woman in the Kickapoo tribe or band, being approximately 100 years of age. She is practically blind, has to be led around, and is entirely helpless. Her age is shown by the allotment roll to have been 56 when allotted; this clearly is a mistake. The writer has seen her personally a few years ago, and there is no question as to her being a very old woman—much older than this would make her. She and her son, Noten, who cares for her, are now and have been for some time past in Mexico with the Mexican Kickapoos, who have had their homes there for many years. In her enfeebled condition she could not travel from her present home to Shawnee, Okla., and unless the payment can be made at Eagle Pass, Tex., she will not receive the benefits from this sale.

The probabilities are that she will not live to receive these funds at the rate of \$10 per month. She is the owner of an allotment in her own right and each of the children also have allotments.

The son, Noten, is with his mother, and is caring for her; the fare from their homes to Shawnee, Okla., aside from sustenance, is \$22.50, and it is apparent that they could not afford to pay \$55 railroad fare to collect the \$10, a month payment, if they were able to, on account of the mother's condition to make the journey. Under these circumstances, all of which I am informed are true, I respectfully ask that in the exercise of your discretionary authority you direct the payment of that portion of this fund due We ha ni ha and Noten to be forwarded to those parties and paid through the Border National Bank, at Eagle Pass, Tex. The circumstances justify, as I believe, an exception to the general rule in this case.

I further direct your attention to the fact that the other heirs, Kah he ne pea, reside near Shawnee, and the rule can properly be applied as to her; that this deed was executed long prior to the adoption of this rule, and that its strict application would work great hardship upon the beneficiaries, and the circumstances seem to justify this application.

I have the honor to inclose a letter received by me with relation thereto.

Respectfully,

CHESTER HOWE.

DECEMBER 16, 1904.

HONORABLE COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I am in receipt of a letter signed by John Mine and a number of Kickapoo Indians from Muzquiz, Mexico, asking me to ascertain how they can obtain the rent due them on their individual allotments, situate in Oklahoma Territory, and inclosing a list of amounts due, stating that under present rules they are compelled to come personally to Shawnee, Okla., to obtain the same, further stating that they have not the money to come, and that it is due and unpaid.

I am aware, in a general way, that there has been some trouble with relation to the immigration of these people from Shawnee to Mexico, but, as I see it, that has nothing to do with the payment of lease money due from lessees of individual allotments in which the agent receives the same for the Indians, and in which his duty ceases as soon as he pays the same to the allottee.

The fare from the homes of these people to Shawnee, aside from the question of sustenance, is \$22.50, and it is too far for them to walk.

If the Indians tell the truth, they have not the money to pay their fare; the amounts are clearly due them. I respectfully ask that the agent be directed to forward the same in checks, payable to the parties through the Border National Bank at Eagle Pass, Tex., and instruct the officers of the bank to deliver these checks to no one but the allottee himself, or herself; to use every precaution to see that the party who indorses is the proper payee, thus protecting him. This is exactly the protection which is given to the Treasurer of the United States in paying out the annuities of these people on claims, and if it is necessary to adopt any other rules the Indians will cheerfully comply, but you can see from the circumstances that unless something is done they will never get their money.

I have the honor to be, respectfully,

CHESTER HOWE.

P. S.—The name of the Border National Bank was suggested in a letter received by me some time ago from an Indian. I have been to the Second National Bank in this city and they inform me that it is, as far as banking circles know, a reliable institution. The Indians exchange their money on the American side, receiving a premium which varies slightly, but runs about 102 per cent in the interior. This is much less the extra premiums, paying them for the trouble of coming to Eagle Pass.

If it is desired, they receipt by signing before the checks are forwarded. They can make two trips; in fact, they will do anything that is proper and reasonable to secure these funds.

CHESTER HOWE.

EXHIBIT No. 73 [Howe].

WASHINGTON, D. C., January 6, 1905.

HON. COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to transmit for such action as may be deemed proper by you the following claims for back annuities belonging to the Mexican Kickapoo Indians now in Mexico:

O ke mah.....	\$42. 64
Wah sko tah.....	31. 95
O ke mah.....	42. 64
Pa co ta.....	21. 30
Mah top we a.....	10. 65
Pah o nah.....	10. 65
Ma ka the ah.....	10. 65
Pesh she qua.....	10. 65
Pesh she qua.....	10. 65
Pesh she qua.....	11. 00
Peah she qua.....	10. 65
We ta wot c ta.....	10. 65

These people desire that the checks be sent to Eagle Pass, Tex., to their addresses as given in the application. As they can be verified from your records here, it may not be necessary to transmit them to the agent at Shawnee, Okla., although I instructed the parties to forward them there rather than here.

I have the honor to be, respectfully,

CHESTER HOWE.

EXHIBIT No. 74 [Howe].

WASHINGTON, D. C., January 16, 1905.

HON. COMMISSIONER OF INDIAN AFFAIRS,
Washington D. C.

SIR: I inclose herewith an affidavit of Ke ke e quah, also one of Manuel Mills, that were forwarded to me in mail received January 14. I know nothing personally about the matter therein set forth, and respectfully refer the same to you for such investigation and consideration as you may deem proper.

I have the honor to be, respectfully,

CHESTER HOWE.

EXHIBIT No. 75 [Howe].

WASHINGTON, D. C., January 17, 1905.

HONORABLE COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to transmit herewith claims of the following Mexican Kickapoo Indians:

No. 124, November 16, 1903: Tah pah se ah.....	\$10. 65
Nos. 133 and 134, November 16, 1903: Ne kah no pit and wife.....	21. 30
Nos. 44, 46, 47, November 16, 1903: Hah me she kah and family.....	31. 95
No. 148, March 21, 1902: Pah kah tuck.....	10. 66
Nos. 85 and 86, November 16, 1902: Pah ke ne and daughter.....	21. 30
No. 107, December 5, 1902: Pa peah she.....	10. 65
No. 107, November 16, 1902: Pa peah she.....	10. 65
Nos. 145, 146, 147, 149, December 5, 1902: O ke mah.....	42. 64
No. 148, November 16, 1903: Pa ka kack.....	10. 66
Nos. 152, 153, 155, 156, November 16, 1903: Wah pe che quah.....	42. 64
No. 62, November 16, 1903: Ma tha ko the.....	10. 65
No. 154, November 16, 1902: Na nan e the.....	10. 66
No. 148, December 5, 1902: Pa kah tuck.....	10. 66
Nos. 48, 49, and 50, November 16, 1903: Tah pah she.....	31. 95
No. 107, March 21, 1902: Pa peah she.....	10. 65

Respectfully,

CHESTER HOWE.

EXHIBIT No. 76 [Howe].

WASHINGTON, D. C., January 28, 1905.

**HONORABLE COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.**

SIR: I have the honor to transmit herewith claims of the following Mexican Kickapoo Indians:

No. 123, November 15, 1904: Ma ka the ah.....	\$10. 65
Nos. 85 and 86, November 15, 1904: Pa ko ne and daughter	21. 32
Nos. 48, 49, and 50, November 15, 1904: Pah pah she and daughters.....	31. 95
No. 62, November 15, 1904: Ma tha ko the	10. 65
No. 148, November 15, 1904: Pa kah tuck	10. 68
Nos. 44, 46, and 47, November 15, 1904: Mah me she kah and children.....	31. 95
No. 122, November 15, 1904: Mah tep we a.....	10. 65
Nos. 60, 61, and 63, November 15, 1904: Wah sko tah and family	31. 95
No. 125, November 15, 1904: Pah e nah	10. 65
Nos. 152, 153, 155, and 156, November 15, 1904: Wah pe che quah.....	42. 64
Nos. 145, 146, 147, and 149, November 15, 1904: O ke mah	42. 64
No. 11, November 15, 1904: We ta mot o ta	10. 65
No. 124, November 15, 1904: Tah pah se ah	10. 65
No. 51, November 15, 1904: Pesh she qua	10. 65
No. 154, November 15, 1904: Na nan e tho	10. 66
Nos. 120 and 121, November 15, 1904: Pa co ta	21. 30
Nos. 134 and 133, November 15, 1904: Ne kah no pit.....	21. 30
No. 107, November 15, 1904: Pa peah she	10. 65

Respectfully,

CHESTER HOWE.

EXHIBIT No. 77 [Howe].

FEBRUARY 4, 1905.

**HONORABLE COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.**

SIR: I have the honor to hand you herewith the claims of certain Kickapoo Indians for back annuities due them, which are presented for your consideration.

No. 34, November 15, 1904: Qua to quah.....	\$10. 65
No. 110, November 15, 1904: Ene kohn.....	10. 65
No. 53, November 15, 1904: Ah ne sha wa ta (Tom Smith).....	10. 65
No. 19, November 15, 1904: We ah che kah.....	10. 65
No. 55, November 15, 1904: Ah che che.....	10. 65
No. 1, November 15, 1904: John Nine (Mah me qua che).....	10. 65

Very respectfully,

EXHIBIT No. 78 [Howe].

FEBRUARY 6, 1905.

**HONORABLE COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.**

SIR: About one month ago you directed Superintendent Thackery to forward We hah ni hah, an old blind woman, the payment due her as her share of the sale of the allotment of her deceased son.

I am informed that the same has not been received, and the purpose of the payment was to relieve her present necessities.

Will you kindly call for report on this matter at the earliest possible date, as this Kickapoo allottee, as I am informed, is in destitute circumstances?

I have the honor to be, respectfully,

CHESTER HOWE.

EXHIBIT No. 79 [Howe].

[Roman-Galan, Comerciantes y Comisionistas; Mexican art goods and Indian curiosities.]

MUZQUIZ, COAHUILA, MEXICO, March 12 1905.

Mr. CHESTER HOWE, Washington, D. C.

DEAR SIR: I want you to see the honorable Commissioner of Indian Affairs for me. My father's allotment, the east half southeast quarter section thirteen, township twelve, range one east, has been sold for \$2,404 to C. J. Benson, of Shawnee, Okla., and my mother and I reside here in Mexico. My mother is suffering from ovarian tumor and has not been able to ride in a carriage for many months, and at the best can not live long and she wants her money so she can have an operation performed to prolong her life, and I want my money because I am owing here and want to pay my debts.

Please attend to this at once and write me when we may expect our money. The checks should come by registered letter to this place.

KE TE QUA.

EXHIBIT No. 80 [Howe].

SHAWNEE, OKLA., May 20, 1905.

CHESTER HOWE, Washington, D. C.

DEAR SIR: The Kickapoo Indians in Old Mexico have written to me asking me to communicate with you. Their lease money has not been forwarded to Eagle Pass. They want you to speak to the Commissioner of Indian Affairs about it and write to them at Muzquiz, Mexico, and tell them what you think about it. They think the Secretary of the Interior ordered their money sent there, and that Mr. Thackery is trying to ride on the Secretary. If he is, we want you to help kick him off. I am going down there myself in a day or two. Mr. Thackery is having a good many of us arrested. If he hears we are going to Mexico he has the marshal arrest us. Mr. Bentley makes bond for us, and we don't stay in jail long. The grand jury told me the other day, "What's the matter with Thackery?" I told him you had better write the Commissioner of Indian Affairs about it. I was in the war three years, the Spanish war, and got my education in Carlisle Indian School. I make all my letters on the typewriter myself. If you will excuse my poor writing, I will not ask you to see about any more things this time.

Very truly, yours,

Trumpeter WILLIAM MURDOCK,
Company F, U. S. Cavalry.

EXHIBIT No. 81 [Howe].

DENISON, TEX., January 2, 1905.

FRIEND CHESTER: Part of the Kickapoo interest papers complete were mailed to you from Eagle Pass, Tex., and balance will follow soon. Please write me, care general passenger agent, Missouri, Kansas and Texas, St. Louis, as to the lease money, as I will stop there on my way East. Will write you further soon.

Very respectfully,

M. J. BENTLY.

EXHIBIT No. 82 [Howe].

THE BORDER NATIONAL BANK,
Eagle Pass, Tex., May 12, 1905.

Mr. CHESTER HOWE,
623 F Street NW., Washington, D. C.

DEAR SIR: Paw kaw kah, the Mexican Kickapoo Indian residing near Muzquiz, Mexico, has been conferring with me about a transfer of some \$3,020 of funds due him for the sale of some land in Oklahoma. He states that it is the disposition of the Department to hold his money without interest and pay him \$10 each month of the principal. He asked us what interest we would be willing to pay him, and we offered him \$10 a month interest on that amount and he suggested that we write to you about the matter.

We are willing to take his money and pay him \$10 per month interest on same and keep the principal intact, provided the contract is for a year or more at a time. Paw kaw kah is willing to this, and it has occurred to us that it would be unjust to the Indian to receive but \$10 per month and be exhausting the principal, when he might receive the same amount as interest. If you will be kind enough to write him care of Box 39, Eagle Pass, advising him as to the status of his money, I will take pleasure in seeing that your letter is delivered to him.

Yours, very truly,

W. A. BONNET, *President.*

EXHIBIT No. 83 [Howe].

DENISON, *March 26, 1905.*

FRIEND CHESTER: Please push the Paw Kawkee case and I will see that you are paid for your trouble.

I expect to arrive at Shononee to-night and to be in this section for about ten days and then to return to Mexico. I think Field will be there next Sunday.

I will try to see you during the summer and will have more or less matters there to correspond about this summer.

Very truly,

M. J. BENTLEY.

EXHIBIT No. 84 [Howe].

MAY 17, 1905.

HONORABLE COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to acknowledge receipt of your letter of the 5th instant advising me of the reference to Mr. Thackeray, superintendent, etc., in charge at Shawnee, Okla., of the request of Pawkawkah, Mexican Kickapoo allottee, which was sent to me, under date of January 1, from Muzuiz, Mexico, and which, in substance, requested the immediate payment to him of the amount of \$3,020 due him for the sale of lands in Oklahoma.

Since receiving said letter, for the purpose of arriving at a solution of what seems to be a definite proposition, I have corresponded with the president of the Border National Bank, Mr. W. A. Bonnet, at Eagle Pass, Tex., and am in receipt of a communication from him under which I respectfully submit to your office for consideration the following proposition:

As it now stands, this Mexican Kickapoo Indian is entitled to receive \$10 per month out of the principal sum held for him by Mr. Frank L. Thackeray, and each year this principal is reduced the amount of the payment made him.

I am now advised that the Border National Bank, which is, I understand, a thoroughly responsible institution, is willing to accept a deposit of this money under special contract, placing the same to the credit of the Indian through the Commissioner of Indian Affairs and pay him \$10 per month for the use of the same, leaving the principal intact, provided the deposit is considered a yearly deposit. My personal suggestion would be that if this plan were adopted a contract be made and suitable bond given by the bank for its fulfillment; that it be made for one year, renewable for the period of five years yearly; that it provide for termination upon the death of the beneficiary, Pawkowkah, and a payment after death to his heirs, with the further provision that the probate proceedings, which should be at the cost of the estate of the decedent, should be approved by the Commissioner of Indian Affairs before any money was so paid; that the contract be subject to termination at any time upon sixty days' notice, and that during said sixty days' the bank be not obliged to make the ten-dollar payments.

I do not know that this disposition will meet with your approval, but I respectfully submit that it is an equitable one. Under it this Indian will receive his \$10 per month, and no more. The rate of interest is a trifle over 4 per cent, as the payments are made monthly. It would be exactly 4 per cent on \$3,000 if paid yearly. The bank is willing to pay this rate of interest provided it is considered a yearly deposit, and, I am satisfied, will make a binding and business-like contract. This bank is responsible, and is so located that the Indian can receive his money without cost. The policy of the Department with relation to payments of this character will not be changed, and the estate of the Indian will be conserved.

If this suggestion meets your approval, I shall be pleased to take the matter up with the bank, and will further say that it should be based upon consent, in writing, of the Indian first obtained or by his joining in the contract or agreement.

I have the honor to be, respectfully,

CHESTER HOWE.

EXHIBIT No. 85 [Howe].

MAY 18, 1905.

HONORABLE COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: Referring to your letter "Accounts" of March 20, 1905, to Mr. Frank L. Thackery, superintendent, etc., at Shawnee, Okla., of which I had notice, as attorney in the matter referred to therein, I have the honor to request information as to why the instructions with regard to the payment of individual lease moneys to Mexican Kickapoo Indians has not been made.

My information as late as the 12th instant is that no money has been paid and, as far as the parties are concerned, that they know of no efforts being made to comply with the decision of the honorable Secretary with regard thereto.

I have the honor to be, respectfully,

EXHIBIT No. 86 [Howe].

No. 5181.

THE BORDER NATIONAL BANK,
Eagle Pass, Tex., May 26, 1905.

HON. CHESTER HOWE,
Washington, D. C.

DEAR SIR: Yours of 27th to hand. We trust you will succeed in getting the Indian money transferred to us as suggested. We have no objections to making a bond to secure Mr. Indian's money.

Kindly let us know when you hear anything further from the Commissioner of Indian Affairs in reference to this.

Yours, very truly,

W. A. BONNET, *President.*

EXHIBIT No. 87 [Howe].

JUNE 3, 1905.

HONORABLE COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: I have the honor to again direct your attention to the fact that I am in receipt of several letters, stating that no payments have been made of lease moneys to the Mexican Kickapoo Indians, in Mexico, by Mr. Frank H. Thackery, superintendent, etc., in charge, as directed by your letter "accounts" of March 20, 1905.

This is undoubtedly due to a press of business at the agency, or to causes beyond the control of Mr. Thackery, but it is desirable from every standpoint that these matters should be closed during the present month, as the fiscal year ends June 30; and, in order that I may be advised as to the cause of delay, and take proper steps to correct the same, if necessary, I herewith inclose \$1 to pay cost of telegraphic communication, should you deem it proper to endeavor to ascertain the cause by wire.

I have the honor to be, respectfully,

CHESTER HOWE.

EXHIBIT No. 88 [Howe].

Before the honorable Secretary of the Interior, Washington, D. C.

In the matter of the application of certain Mexican Kickapoo Indians for the payment of lease moneys due on leases of their individual allotments in Oklahoma.

APPEAL.

Comes now Chester Howe, as attorney for Okemah and family of eight persons, Pah hah she, Pah pah mena ko the, of Noimiento, Mexico; Wah pe che qua and

family, Ne con o pit and family, of Muzquiz, Mexico; and for others similarly situated, and appeals from the action of the honorable Commissioner of Indian Affairs, under matter bearing date December 23, 1904, refusing to provide for the payment of individual lease moneys at any point other than Shawnee, Okla., and as ground for such appeal alleges the following

SPECIFICATIONS OF ERROR:

First. The honorable Commissioner of Indian Affairs rendered said decision under an erroneous and incorrect knowledge of the facts, basing the same upon a letter of Superintendent Thackery, bearing date April 20, 1904.

Second. The honorable Commissioner of Indian Affairs, by reason of his error of fact, misapplied the law properly applicable to the question at issue.

Third. Errors of fact are briefly stated as follows:

A.

In adopting as true the following statement of Superintendent Thackery: "Do not question but that the officers of the First National Bank at Eagle Pass, Tex., would act honestly and fairly in the matter in so far as they knew, but they are not personally acquainted with the members of this tribe, and from my knowledge of the Kickapoo tribe of Indians, and the Mexican citizens who surround them and assist them in their business transactions in Mexico, * * * I am firmly of the opinion that many of the checks would not be properly delivered; much trouble would be occasioned by improper persons getting hold of the checks and deceiving the Indians as to the amounts for which they were drawn."

The facts being that Superintendent Thackery has never been at Eagle Pass, that he did not know nor did he have any facts upon which to base an opinion, and the same is not supported by reasonable probabilities, good business judgment, nor ordinary common sense.

B.

As a matter of fact, the point of exchange of money from gold or United States drafts or checks into Mexican money is the "border;" the premium varies from 103 per cent to 130 per cent. In the interior of Mexico it is always 100 even. The extra premium received pays the expense of the Indian from his home to Eagle Pass and leaves a surplus.

C.

The banks at Eagle Pass are reputable banking institutions, and would pay the full value on every check drawn, and would further refuse to deliver a check to any person unless that party was fully identified in a satisfactory manner, such as any other business house would require. They have in the past dealt with these Indians, and are as capable of identifying them as the superintendent would be, if personally present; as a matter of fact, the superintendent does not personally know 15 per cent of the Mexican Kickapoos, and would depend for identification upon the same men, using the same methods as would be adopted by a bank in a case of this kind, particularly where the responsibility of the bank was in question.

Fourth. The honorable Commissioner erred in assuming that, from the statement made to him, the Mexican Kickapoo Indians contemplated returning to the United States for the purpose of remaining upon their allotments in Oklahoma.

Fifth. The honorable Commissioner erred in believing or assuming that the Mexican Kickapoo Indians had been ordered out of the Republic of Mexico at any time, or that they were deprived of the right to remain in said Republic in any manner whatever.

Sixth. The honorable Commissioner erred in denying to the Indians a reasonable method of payment of that which is clearly theirs under the law, and in applying a technical ruling of the Department to a plain business transaction, capable of easy solution and speedy adjustment.

Respectfully submitted.

CHESTER HOWE,
Attorney for applicants.

BRIEF IN SUPPORT OF APPEAL.

HISTORY.

In the year 1824 the Kickapoo Indians in company with the Shawnee Indians, presented themselves to the alcalde of the city of Austin, in the then Republic of Mexico, to whom they stated that they were being crowded and pursued by the Anglo-Saxon race in the North, and that they desired to acquire land and a home with the Mexican people. This alcalde took up the matter with his superior officer, the governor, representing to him that the Shawnees and those affiliating with them were both "entertaining and industrious," and he believed that if they were given some territory to the north of the capital, which was often in those days raided and harassed by the attacks of the Wacos, Comanches, and other hostile and refractory Indians, who then lived in and infested that region, they would be a protection to the capital.

The King of Spain, Charles III, made a concession to these Indians, granting to them all that tract of country lying north of where the San Antonio road crossed the San Angelo River, the boundary to continue up said river to its source, then east to the Sabine River, and down said river to the crossing of the San Antonio road, and, accordingly, the Kickapoos, Shawnees, and some Cherokees and Delawarees who affiliated with them, settled upon this tract, where they resided from about the year 1825 to the time of the cessation in 1842, at which time the Indians had one permanent village on this tract containing more than 700 inhabitants.

The provisional government of Texas, during the time it was a Republic, through its duly appointed commissioners, made a treaty with these Indians, wherein this grant to them was ratified. Afterwards a second treaty was made, whereby the Republic of Texas acquired this tract, and the Indians were, by consent and at the expense of the State, moved to another grant of land, 40 miles square, northwest of the present capital of Texas, which is known and designated in the annals of Texas as a service grant. The Indians occupied this tract and the plains of western Texas until the time of the agitation immediately preceding the civil war. When Gen. Sam Houston counseled with the Indians and persuaded them to move out of the State of Texas, he advised them there was going to be war and that they had better move into the Indian Territory, where they would be less liable to molestation, and, accordingly, the Indians moved. Some settled on the Little Red River, in southwestern Indian Territory, and the Shawnees and Kickapoos settled farther north. The Shawnees occupied the country along Little River, which is now in Pottawatomie County, Okla., and the Kickapoos occupied the country along the North Canadian River and on Squirrel Creek, between the present cities of Shawnee, Tecumseh, and Oklahoma.

The acute agitation growing out of the civil war proved exceedingly annoying to these wild Indians. First the North and then the South appealed to the Indians to take sides with them. The Shawnees, who were their neighbors on the south, were loyal to the United States. They removed to Walnut, Kans., where the able-bodied members of the tribe enlisted and became part of the Fourteenth Kansas Cavalry. The Seminoles, who occupied the country immediately to the east, were owners of slaves and naturally sympathized with the South. Chief Big George, of the Kickapoos, who in history should be known as their Tecumseh, said to his people, "We do not understand what these white people are wanting to fight about; none of them have injured us, and why should we stain our hands with their blood? We will leave and go to the wilds of Texas, and take no part in this." And, accordingly, the Kickapoos, in the early fall of 1862, broke camp and started south, a thousand strong, their objective point being the Little Concho River, Tom Green County, Tex. In December of that year they arrived at the ranch of William Tankersly, which is 2 miles from the present town of Knickerbocker, Tex.

Mr. Tankersly, who though very old is still living, and is prominently known in Texas, states that the Kickapoos appeared at his ranch, having with them a large herd of horses, in the early winter of 1862. Though alone at his home, he states that he invited the Kickapoos to camp, which they did, getting water from his well to prepare dinner, and that he sold them such provisions as he could spare. He had known many of them years before; they had assisted him in recovering stock that had been stolen from him by the Comanches and other thieving Indians who then roamed over the great plains of Texas. He says he invited them to make a permanent camp on his possessions on the river, 4 miles from his home, and that after dinner they proceeded to the place designated by him. The next day a large company of Confederate cavalry appeared at his place inquiring for the Kickapoos. He assured them that they need not be concerned about the Kickapoos, that they were

friendly and would, during the war, be a protection to him and the neighboring ranchmen against the raids of other hostile Indians who had become emboldened because of the absence of so many of the Texans, who were absent on account of this war. To this the commanding officer replied that the Kickapoos had many fine horses which interested him more and was of more value to the Confederacy than Indian friendship, and he proceeded to pursue and attack the Kickapoos. When the Indians saw the cavalry approaching they sent forward an old buck bearing a white flag and accompanied by an old squaw on either side. As soon as the cavalry came within range this trio was ruthlessly shot down and the main camp charged upon. Though not anticipating this charge, the Indians offered stubborn resistance, and sixteen cavalymen fell from their horses mortally wounded, and the cavalry retreated for reinforcements and did not venture to return for their dead for two days. The Kickapoos hastened to break camp and started for Mexico, thinking that Texas had declared war upon them, and the path of death they left behind them is a matter of Texas history. They forded the Rio Grande River and entered Mexico at the north end of the Sierra del Carmia Range at what is known as the great bend of the Rio Grande River. They followed down this range far into the State Coahuila, finally taking up their home at Nacimientos.

The whole region around this place was then occupied by the fierce and murderous Lipans, Apaches, and Comanches, who had driven the Mexican population entirely out of the northern part of the state as far south as the city of Muzquiz, Mexico.

The state and federal authorities welcomed these Indians, because they were a protection to the peaceful native population of the country, and President Juarez made a service grant to them and a treaty with them, by the terms of which the Kickapoos agreed to and did render the Mexican army valuable service in exterminating the Lipans and in subduing and driving the Comanches beyond the borders of Mexico.

Thus it will be seen that these Indians from 1824 to 1874, a period of fifty years, had lived practically all their lives either in Texas, when it was a part of Mexico, or in the present Republic. As a matter of fact, all the Kickapoo Indians of the age of twenty years or over at the time of the opening of their land in Oklahoma were native-born Mexicans. Even Big Jim, the last chief of the Shawnees and the grandson of Tecumseh, was born on the Angelo River in what was then Mexico. By reason of their nativity and of race similarity and their acquisition of the Mexican language these Indians naturally considered Mexico as their home.

For several years after the civil war they continued to raid the country east of the Rio Grande River, stealing large herds of horses and cattle from Texans, which they drove across the Rio Grande River, where they were secure with their plunder. A considerable renegade element of Mexicans operated with and encouraged them in this, and they were a constant source of annoyance and danger to the border ranchmen of Texas.

The cavalry stationed at Fort Bracket and Fort Stockton were kept almost constantly employed in pursuing these and the numerous other Mexican Indians, who then preyed upon the west Texas ranchmen. All they could do was to follow the Indians to the Rio Grande River, and the Indian, once on the other side, was immune from further pursuit.

Major McKenzie, then in charge of the cavalry at Fort Bracket, became so exasperated by his failure to check these Indians that, without instructions from the War Department, and in total disregard of international law, he headed his cavalry across the Rio Grande River, and followed the Indians through one of the most rugged and mountainous countries on the American Continent, to the Kickapoo rendezvous, 150 miles in the interior of Mexico, where he shot down and killed the Indians who resisted, capturing the women and children, and all who would submit to capture, and returned them, as prisoners of war, to the American side. It so happened, at the time of this McKenzie raid, that a very considerable number of the male adults of the tribe were absent on a hunting and raiding expedition, and upon their return, where the wife and all the children had been taken, the father followed and united with his family, where they were temporarily held at San Antonio, Tex.

From the time of the raid until the military authorities landed the Kickapoos, as prisoners of war, in what later, by Executive order, became known as the Kickapoo country, about one year of time was consumed. The records of the war department of Mexico, which were made on account of the international agitation growing out of the McKenzie raid, show that 176 Indians escaped capture by the American military and remained in Mexico.

In 1876 the reservation of the Kickapoos in Oklahoma was set aside for them by Executive order. Between that time and 1890 they maintained communication with their relatives in Mexico, but the existing extent of the same is unknown to the writer; the fact is, however, true. In 1890 all of the older Kickapoos in Oklahoma spoke the Spanish or Mexican language, while none of them could speak English.

In 1891 the Jerome Commission went to the Kickapoo Reservation, in Oklahoma, for the purpose of negotiating a treaty for the purchase of their surplus lands, and providing for the allotments of Indians. A council was held, and at that council one man voted in favor of the treaty and every other vote was against it. The Kickapoos refused to consider any question as to the sale of their lands or the allotting of the same. Another council was held and the Indians stated that the vote stood as before, whereupon a treaty was prepared and, on August 16, 1891, two delegates, whose names are not correctly spelled, were appointed to accompany a white man by the name of John T. Hill to Washington. The instructions given to this delegation were to make no sale of lands, and they were closed at a small meeting held at the Kickapoo village. In 27 Statutes, 559, appears what purports to be an authorization signed by the adult males of the tribe. As a matter of fact the names attached are, with very few exceptions, names of parties who either did not exist or who can not be identified on the allotment rolls since made. A few can be, and those few have always insisted upon the instructions issued to the delegates at that meeting. Not only this, the delegates themselves insisted that they never knowingly made an agreement providing for the allotment of their lands.

This has nothing to do with the question at issue, but it shows the understanding of the Indians and accounts for their subsequent actions.

In 1895 the surplus lands of the Kickapoo country were opened to homestead entry and settlement, and this was followed by the immediate destruction of all the game in that country. Prior to that time there had been a reasonable quantity of deer and wild turkey, but within three months the white settlers killed everything of this character.

The Kickapoos steadily refused to recognize the legality of the treaty or the allotments. They lived in their village, near what is now Wellston, Okla., and at about that time received visits from some of the Mexican Kickapoos residing in Mexico, and commenced the agitation for the removal to that country.

In 1898 permission was granted by the Indian Office for a number of Kickapoos to visit their friends in Mexico, and, in fact, from that time until 1904 there was practically no time when some portion of those residing in Oklahoma were not in Mexico, or those residing in Mexico in Oklahoma, the affiliation of the two branches seeming to be complete.

On September 26, 1900, the Indian Office, in the case of Okemah, gave the directions found in the following letter. (See Letter Book 51, page 401.)

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, D. C., September 26, 1900.

MARTIN J. BENTLEY, Esq.,
Special U. S. Indian Agent,
In Charge of Mexican Kickapoos, Shawnee, Okla.

SIR: This Office is in receipt of your communication of the 17th instant, in which you state that a Mexican Kickapoo Indian, Okemah, has applied to you for himself, wife, and four children to remove to Mexico to live, for the reason that his father-in-law, a Kickapoo Indian, living near Kickapoo Town, in Mexico, has lately died and left him a considerable estate there; that under permission from this Office some two years ago this applicant visited Mexico, and is thoroughly familiar with the estate and surroundings, and says that the advantages that would accrue to him would be far more advantageous than the annuity he now receives from the United States; that should he not remove he would not receive any rent from his estate in Mexico; that he can rent the allotments of himself and minor children in Oklahoma for a considerable sum; that in your opinion his request should be granted, as you personally know that the reasons he gives are correct, as you, yourself, some years ago, went to Mexico, and became acquainted with the estate he inherited.

In reply, you are advised that, in view of the statements made by you, it would seem that this Kickapoo Indian, who has inherited some property in Mexico, might, with his family, be allowed to go there and live, this Office has no objection.

W. M. W. (B.)
Very respectfully,

W. A. JONES, Commissioner.

Under the permission so given, Okemah and his family removed to Mexico and located upon the Kickapoo reservation at the "Noimientos." They were followed the same year by another party, composed largely of old people, who moved with permission of the Government.

From that time until December, 1904, there was a continuous emigration of Kickapoos from Oklahoma to Mexico, and in December, 1904, all of the Indians had left, with the exception of about twelve, who had expressed their intention to remain permanently in Oklahoma.

In the spring of 1904 there was a quarrel on the reservation in Mexico, between the Oklahoma Indians and the Mexican Indians. A complaint was made by the Mexican Indians to the Mexican Government, and an order was issued by the Mexican Government to those who came from Oklahoma, ordering them to leave this reservation, except where specially permitted to remain, and, subsequently, by decree of the Mexican Government, Okemah and about seventeen others, together with their descendants, were awarded full rights, by inheritance, with the Mexican Kickapoos in Mexico. The other Kickapoos were not ordered out of the Republic, but were held not to have equal rights with those who remained in the lands on that reservation. It was doubtless from an imperfect knowledge of this action that Superintendent Thackery reported as he did, with regard to said Indians having been ordered out of the Republic.

Those Indians secured another home, one congenial to their taste and habits of life, where game is plentiful, and within easy reach and access of their relatives.

ARGUMENT.

We have set forth the history of the Mexican Kickapoo Indians at length, in order that the honorable Secretary may be able to fairly judge the motives of these people, and to understand, as well as a white man can understand, the line of reasoning and action of an Indian when placed in circumstances similar to those of these people.

From these historical facts it can easily be seen that they turned naturally to Mexico as an asylum whenever they believed they were wronged.

With a determination worthy of a better cause they steadily resisted white association, and when it could not be avoided to return to their former homes.

We are aware that it has been charged that these people were "induced" to leave the United States by so-called friends, who had an ulterior purpose in securing their removal. The historical facts do not support this theory, but, whether true or false, that fact does not change the present conditions nor justify the great Government of the United States in wreaking a petty revenge upon a poor helpless Indian. We understand and appreciate the fact that there is nothing personal in the action of the United States officials. The very fact of their official position insures a fair administration and just treatment in its broadest sense, but we do insist that they have been laboring under a misapprehension as to facts. For illustration, Okemah was authorized to go to Mexico, to lease his lands in Oklahoma; he is then expected to return twice each year to Shawnee, Okla., at an expense of railroad fare of \$45 on each trip, aside from his personal expenses, in order to collect \$80 per year rent, while any business man in any community or any office boy in any business house, with our present banking facilities, could, without any serious mental effort, devise a way or find a means by which this \$40, payable semiannually, might be transmitted to this man, with perfect safety to the man paying the same, at an expense of about 15 cents in bank exchange.

Aside from this there is the moral obligation, which ought to appeal to any honest man, and particularly to the Government in dealing with its wards.

The objection as to checks or drafts going to the wrong person, raised by Superintendent Thackery, does not appeal strongly to the business sense of any man familiar with banking business in this country. A reference to his letter will show that he, for some reason, objected to a payment made through the First National Bank of Eagle Pass, and after the receipt of the letter of the honorable Commissioner, of December 23, 1904, as attorney for the Indians, we secured from the Bankers' Directory the address of the officers of another bank, viz, the Border National Bank, and addressed a communication to the president of this bank. His reply, marked Exhibit A, is hereunto attached, and we respectfully refer to the same as a communication from a disinterested party, showing the improbability of Mr. Thackery or any other person suffering great financial loss in pursuing ordinary and generally accepted business customs.

As an illustration of the difference in procedure we respectfully direct your attention to the facts that the Treasurer of the United States, upon duly executed applications, issues to these Indians by name a draft or Treasurer's check or warrant for

their annuities, and said check is transmitted through the mail. While the honorable Commissioner informs us that this has nothing to do with the case at bar, we direct attention to it as showing either the utter lack of business methods on the part of the Treasury Department, for which they should be severely censured, or else the extraordinary and unnecessary caution of the superintendent, who is afraid of incurring liability if he should follow either the same or any other method by which these Indians could receive their money without paying it out in railroad fare.

Superintendent Thackery reports that he is reliably informed that all of these Indians are about to return to Oklahoma. The source of that information is not given, and we therefore can not deny that he has been so informed, but for the information of the reviewing officers, through the courtesy of the Indian Office, we respectfully refer to the letter of Rev. Francisco De P. Andres, the Catholic father in charge of the parish at Muzquiz, within which parish the Indians are located, and whose source of information can not be questioned, nor whose disinterested motives will not be denied. Copy of this letter is hereunto attached and marked "Exhibit B." The original is on file in the office of the Commissioner of Indian Affairs, under date of January 17, 1905.

It is a fact which can not be denied that between thirty and forty of these people, at the time their semi annual rents were due, in the month of July, 1904, finding that they could not get them in any other way, came to Shawnee, Okla., for the purpose of securing the payment.

It is a further fact, which an investigation will show, that in order to pay their fare they sent to the trader, borrowed the money at a prohibitive rate of interest, and that after this money was returned they did not have enough left to return to Mexico. Their allotments were all leased, they had no ground in cultivation, nothing to stay in Oklahoma for, except to await another payment, and, in the meantime, in order to live, they practically pledged this payment for credit at the trader's, and in this manner are learning thrift, civilization, and the white man's ways by serving on the chain gang on the streets of Shawnee, Okla.

This picture may seem to be overdrawn; without any bitterness and without any reflection on anyone, it is stated because it is true.

If anyone is to be punished for any wrong committed in the past, we respectfully urge that it may be the guilty parties, whoever they may be. Under the historical facts which we have cited these Indians are clearly free from blame or the commission of any crime. They made a legal contract for the rental of their lands; the agent receives the money for them. He can not be expected to go to the individual expense of traveling across the Indian Territory and Texas to pay this money, and there is no necessity of his so doing. If he requires a receipt before the payment is made, the Indians are willing and glad to comply with that requirement; if he requires an affidavit from a party capable of interpreting, they are willing to furnish such affidavit. The officers of the bank are willing to furnish in addition an attestation of identity, because they require identification prior to cashing any check. Every safeguard, every precaution which prudence would require, can be followed literally, and when this is done the reason of the rule requiring this expensive railroad trip is not apparent.

It should be borne in mind that these funds are not tribal funds; that they belong to the individual; and it is just as bad for the agent to refuse to pay this money as it would be for the lessee to refuse payment, as far as the Indian is concerned. It forces him to spend it in an improper way; it contributes nothing to his happiness or support; it does not teach him to be honest; it does not cause him to hold in still higher regard the Government of the United States; it does not cause him to respect the constituted authorities, and, from a moral standpoint, is wrong.

The action of the Mexican Government should properly be shown by certified copies of the decree, but these Indians are without money and can not pay for securing it. The statements made herein however, can not and will not be contradicted, and the historical statements can be proven by the correspondence in the State Department, the records of the Republic of Mexico, and the records of the Department of the Interior.

The appellants in this case are willing to offer the suggestion that in order to protect Superintendent Thackery they will sign duplicate receipts, attached thereto, and interpreter's affidavits, and be identified by two persons under oath, and return the same to him. If he further desires to do so he may send with each check or draft a descriptive letter stating the sex of the payee, the age as shown by the roll, and that before the check is cashed or the draft delivered the officers of the bank, in their official capacity, shall indorse thereon the fact that the payee has been satisfactorily identified and return this to him for his future protection; and, in addition to this, to make a general offer to comply with any requirement, no matter how unreasonable, provided it will satisfy the disbursing officer.

We have no choice of banks in this matter. The notary public in the Border National Bank has recently had occasion to see and meet all of these people in making out claims for their annuities. For this reason, and for the further reason that the President, in his letter, shows a commendable desire to assist them and a spirit of fairness toward them, it is respectfully requested that payments be made through this bank, particularly in view of the fact that Superintendent Thackery objects to the First National Bank.

In closing this matter, we respectfully suggest that under the showing made, the reason for Superintendent Thackery's objection having failed, that the objection should no longer be considered.

That these people do not intend to return to Oklahoma; and, even if they did, it would make no difference, and would not be any excuse for the nonpayment of money due them as individuals while they still remained in Mexico.

That if it were true that they had been ordered out of the Republic of Mexico (which is not a fact) they would certainly need this money to enable them to return to Oklahoma or to furnish them with food, and it would still not be an excuse or a reason for a failure to pay the same.

That the superintendent receives this money the same as any agent collects rent, so far as his relations to the Indians are concerned, and if he prefers and will do so, or if the Department will permit him to do so, and he will deposit this money to the credit of the Indians at a local bank at Shawnee, subject to the return to him of duplicate receipts, properly signed, carefully witnessed, thoroughly and completely identified, then, in that case, the appellants will gladly furnish all that can be required.

In appealing this case there is no purpose other than to seek to correct an error committed under a misapprehension of facts by the Indian Office; with the disagreements which the superintendents at Shawnee may have had in the past we have nothing to do. The proposition is a plain one, the error an apparent one, and with full faith in the justice of the Department of the Interior, its officers and agents, the cause of these people is submitted.

Attached to our original letter, upon which the decision of the honorable Commissioner was rendered, was a list showing that the semiannual payments of rents, due a large number of these people, was \$30 each; to a number of others, \$40 and \$50. An examination of this will show that they could not possibly pay their expenses to Shawnee and have anything left.

Respectfully submitted.

EXHIBIT No. 89 [Howe].

THE BORDER NATIONAL BANK,
Eagle Pass, Tex., June 13, 1905.

HON. CHESTER HOWE, Washington, D. C.

DEAR SIR: Yours of 7th to hand. We have just received a telegram from Mexico saying Mr. Thackery would have a man here on the 15th, 16th, and 17th to pay the Indians lease money, so I fear it will not come through us. If the money is paid by us we will try and get the commission you mention, but if Mr. Thackery's man does the paying I do not see how we can do so. We will do the best we can for you.

Mr. Bentley left here for Oklahoma about two hours before we got the telegram from Mexico.

Yours, very truly

W. A. BONNET.

EXHIBIT No. 90 [Howe].

JUNE 17, 1905.

HONORABLE COMMISSIONER GENERAL LAND OFFICE,
Washington, D. C.

SIR: Through my attorney, Chester Howe, I hand you herewith my application for patent as per affidavit hereto attached. When patent shall issue please be kind enough to send same to me care the Border National Bank, this city.

Very respectfully,

O KE MAH (his x mark).

Witnesses:

ROMAN GALAN.
JACOBO LONG.

EXHIBIT No. 91 [Howe].

JUNE 17, 1905.

Honorable COMMISSIONER GENERAL LAND OFFICE,
Washington, D. C.

SIR: Through Mr. Chester Howe, my attorney, I hand you herewith my application for patent, as per affidavit hereto attached. When the patent shall issue please be kind enough to send same to me, care the Border National Bank, this city.

Very respectfully,

THA THE GNA (her x mark).

Witnesses:
ROMAN GULARD,
JACOBS LONG.

EXHIBIT No. 92 [Howe].

JUNE 28, 1905.

Honorable COMMISSIONER GENERAL LAND OFFICE,
Washington, D. C.

SIR: I have the honor to inclose herewith affidavit of Thithequa, Mexican Kickapoo allottee No. 271, also Okema H. Wah nah ke tha lah No. 250. These parties apply for the issuance of a patent in fee simple, under the provisions of the act of Congress of March 3, 1905, authorizing the same in compliance with their direction. I respectfully request that the patents be sent to them in care of the Border National Bank, Eagle Pass, Tex.

I have the honor to be, respectfully,

CHESTER HOWE.

Affidavits on file in Indian Office.

EXHIBIT No. 93 [Howe].

OCTOBER 31, 1905.

Honorable COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: Several months ago, in fact last spring, I had the honor to represent a number of Mexican Kickapoo Indians residing in Mexico, who had various sums of money due them on leases, arising out of the income from their allotments situated in Pottawatomie County, Okla., and in the proceedings with relation thereto this money was ordered paid to the Indians through the Border National Bank at Eagle Pass, Tex. Since that time, at various times, these parties have continued to write to me, protesting against the delay and asserting that the money has not been paid.

On my return from a trip away I find, under date of October 7, a letter from Jim Deer, who is one of the most intelligent of these Indians, and I inclose the letter to you for your information in regard to the same. I am informed through this letter, and from other sources, that there has been pending for some time a general investigation with regard to these Indians, and as far as that investigation is concerned I do not desire to interfere with it, or take any part in it, or in any way request action which would prevent it, but I can not see how it, the question of the payment of that money to these people, affects the matter in any way.

This is simply a matter in which the money is owing to the individual Indian; in fact, it is his own money and he needs it, and it ought to be paid to him. As far as I am personally concerned, I do not care what method is adopted for that payment. The Indians seem to want to be paid through the Border National Bank, and this is the Secretary's order. If there is any better method I would like to see it adopted. If there is any objection to this method I would be pleased to be informed of it, and I should certainly not insist upon it.

I trust this matter will receive immediate consideration. These people waited a long time for that which belonged to them, and it does not tend to increase the respect or the confidence which they have, or which they fail to have, in the officials of the United States by withholding money which they clearly understand is theirs.

This latter statement is not made in criticism of any official, but with a desire to direct attention to the situation as it now exists. If my information from these people as to this money is incorrect, then of course no attention should be paid to the communication.

I have the honor to be, respectfully,

CHESTER HOWE.

EXHIBIT No. 94 [Howe].

THE BORDER NATIONAL BANK,
Eagle Pass, Tex., October 7, 1905.

CHESTER HOWE, *Washington, D. C.*

DEAR SIR: Your promise don't seem to hold out about the lease money. Mr. Dickson came here in July and brought a little money. He had Mr. Bentley send out and get Mexican money, and Dickson and the Kickapoo farmer indorse our check, and Bentley took them and paid us Mexican money; and then when we went out to trade at Eagle Pass we had to sell the Mexican money at 49 cents to get gold to trade on.

We want our money sent to Eagle Pass then we go there to trade, and if we want Mexican money we can get it there. Some of our people have not received a penny of lease money since we came to Mexico. Thackery sent a clerk here with a few checks in July, but the trader, Mr. Green Conklin & Co., came with him and stood right there to claim the paper as fast as we signed. We want our checks sent here to the bank, then we can come when we please to get it, and some trader from Shawnee can not hold us up. Mr. Dickson said he would be compelled to recommend that a man be sent here twice a year to pay us. We don't want anyone sent here—just our money sent here.

We had a good hunting season this year. Grass is fine. I am coming to Washington soon to find out how much Dickson said, and to see about my business there. I hope you will ask to have our lease money sent at once. Write me care Presidente at Muzquiz, Mexico.

JIM (his x mark) DEER.

Witness to mark:

H. M. TENNCEL,
Eagle Pass, Tex.

EXHIBIT No. 95 [Howe].

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, January 22, 1906.

ROMAN GALAN, Esq.,
Muzquiz, Mexico.

SIR: This Office is in receipt of your letter of January 8, 1906, forwarding account of Pae na, a Kickapoo Indian, for \$260, for provisions and cash furnished her from November 10, 1903, to August 10, 1904, amounting to \$260 Mexican money, and requesting that Superintendent Thackery, of Shawnee, Okla., be directed to make payment of said amount to you as soon as possible.

You are informed that under directions of the Secretary of the Interior, dated January 13, 1906, no more moneys will be paid to Mexican Kickapoo Indians in Mexico until further orders.

The records of this Office do not show that the land allotted to said Mexican Kickapoo Indian has been sold, and the Office is not advised of the amount of money, if any, in the hands of Superintendent Thackery to pay such claim.

Your account is herewith returned.

Very respectfully,

C. F. LARRABEE,
Acting Commissioner.

MUZQUIZ, COAHUILA, January 8, 1906.

Men o pea, Dr., to Roman Galan.

	Mexican money.
1903.	
Nov. 18. To merchandise	\$50. 00
Dec. 27. Cash and merchandise	10. 00
1904.	
Feb. 2. Merchandise	25. 00
Feb. 22. Merchandise	25. 00
Mar. 15. Cash and merchandise	25. 00
Mar. 19. Merchandise	15. 00
May 29. Merchandise	50. 00
July 20. Cash and merchandise	25. 00
July 25. Cash received from Mr. M. J. Bentley	\$105. 00
July 29. Merchandise	6. 00
	<hr/>
	231. 00
To balance	128. 00

I acknowledge this account to be correct.

MEN O PEA (her x mark).

Witnesses to mark—
GMO H. VACCA.
S. E. GUENA.

MUZQUIZ, COAHUILA, MEXICO, January 8, 1906.

Pae na, Dr., to Roman Galan.

	Mexican money.
1903.	
Nov. 10. To provisions	\$30. 00
Dec. 23. To provisions and cash	50. 00
Dec. 31. To cash and provisions	20. 00
1904.	
Jan. 10. To provisions	10. 00
Jan. 26. To provisions and cash	25. 00
Mar. 8. To provisions	10. 00
Mar. 15. To provisions and cash	25. 00
Apr. 3. To provisions and cash	20. 00
Apr. 20. To provisions	10. 00
May 10. To provisions	10. 00
May 30. To provisions and cash	10. 00
July 12. To provisions	10. 00
July 28. To provisions and cash	10. 00
Aug. 10. To provisions	20. 00
Total	<hr/>
	260. 00

I acknowledge this amount to be correct.

PAE NA (her x mark).

Witnesses to mark:
GMO. H. VACCA.
S. E. GUERRA.

EXHIBIT No. 96 [Howe].

JULY 21, 1906.

HONORABLE SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: I herewith inclose the application of Okemah and 61 other applications, for payment by claim of the amounts due said applicants as Mexican Kickapoo Indians residing in Mississippi, under the act of Congress of March 3, 1893, as provided for in the act of Congress of June 21, 1906.

These claims are filed in your office for the reason that no rules or regulations under the act Congress of June 21, 1906, have been adopted, and the said applicants are not attached to any Indian agency in the United States.

The applicants for this payment have endeavored to comply with all the requirements of the act authorizing the same.

By reference to the act, it will be noticed that the Secretary of the Interior is authorized to make this payment by claim through either the Border National Bank or the First National Bank of Eagle Pass, Tex.

It is respectfully requested that if there is any question with regard to the sufficiency of those applicants, that I may be at once notified, to the end that I may communicate with my clients, and secure a correction of the same; and it is further respectfully requested that this matter may receive prompt attention, to the end that it may be speedily adjusted and closed, it being a fact that the act of Congress made this fund immediately available, so that in the event the act had passed prior to the close of the fiscal year, there would have been no delay in the payment of same, and in closing a transaction which has extended over a period of about thirteen years.

These Indians who are applicants reside near Eagle Pass, Tex., in the Republic of Mexico, and have done business with the Border National Bank at Eagle Pass for many years. The president of the bank knows nearly all of them personally. The applications include the chief and the entire council of the tribe as it existed in Oklahoma at the time of the passage of the act of March 3, 1893. Any question of identity, descent, or disputed question of fact can be settled by witnesses residing at the same point, and from no other point. I respectfully submit that the records in the office of the Commissioner of Indian Affairs are complete, and that no good result can be accomplished by a reference to any field officer of that bureau; it being the announced policy of the Department at the time of the consideration of this matter before Congress to avoid the vexatious delays which had occurred in the settlement of Kickapoo matters in the past, and this method of settlement was adopted. There being no substantial reason why justice can not be done by and through the rendition of an account stated as provided by the terms of this act.

Respectfully,

CHESTER HOWE.

EXHIBIT No. 97 [Howe].

SEPTEMBER 18, 1906.

HON. SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: On August 20, 1906, I had the honor to address you in reference to the claims of the Mexican Kickapoo Indians residing in Mexico. At that time these claims had been sent to Agent Thackeray at Shawnee for a report, with instructions to act upon and return them immediately. I am informed that they were returned about two weeks since and are still in the Indian Office. This delay, I suppose, has been occasioned by the absence of clerical force during the vacation period, but it is occasioning these Indians great hardship and loss, as was intimated in my former communication, and I sincerely hope that immediate action may be had, to the end that they may realize the fund they so much need to complete their land title.

Respectfully,

CHESTER HOWE.

EXHIBIT No. 98 [Howe].

DECEMBER 11, 1906.

HON. SECRETARY OF THE INTERIOR,
Washington, D. C.

SIR: In relation to the payment of shares of trust funds, payable to certain Kickapoo Indians, under the act of April 21, 1906, I have the honor to submit the application of O ke mah for and on behalf of his deceased daughter, Tho que now o qua, as claimant for the same as parent and next of kin, together with corroborated affidavits showing the relationship, etc. This man, O ke mah, and his family have been prominent in Kickapoo affairs for a long time, and there can be no question as to the relationship of any member of his family. It is respectfully submitted that this claim is fully established by the evidence furnished,

I also have the honor to inclose the application of Pah pe ah ka, widow of Ta ha qua the. This name is sometimes spelled Pah pe ack. It is respectfully submitted that the matters referred to in said letter fully establish their relationship, and that there is now in the office of the honorable Secretary of the Interior and the honorable Commissioner of Indian Affairs abundant proof to establish the correctness of this application.

These applications are filed with the honorable Secretary of the Interior, for the reason that the act provides that payment shall be made by the Secretary of the Interior, and no regulations have been adopted with regard thereto providing for an application before any other officer.

In filing this application, I respectfully request that notice of action taken in them may be given me, to the end that I may inform these parties.

I have the honor to be, respectfully,

CHESTER HOWE.

EXHIBIT No. 99 [Goode].

DEPARTMENT OF THE INTERIOR,
October 25, 1906.

Respectfully referred to the Commissioner of Indian Affairs for consideration and report.

JESSE E. WILSON, *Assistant Secretary.*

EXHIBIT No. 100 [Goode].

DEPARTMENT OF JUSTICE,
Washington, October 18, 1906.

The SECRETARY OF THE INTERIOR.

SIR: I send you herewith a copy of a letter of the 29th ultimo, from the United States attorney at Guthrie, Okla., and inclosures, being a report by Assistant United States Attorney Outcalt upon an investigation by him of the charges against Martin J. Bentley, in connection with the purchase and sale by him of the allotments of certain Kickapoo Indians.

From an examination of this report it does not seem clear to me that sufficient evidence has been produced upon which to base any criminal prosecutions. If, however, from additional information in your possession, or otherwise, it occurs to you that facts are presented warranting further action, I shall be pleased to receive any suggestions you may wish to offer in this connection or with reference to the advisability of taking steps to recover the money received by Bentley.

Respectfully,

J. C. McREYNOLDS,
Acting Attorney-General.

(Inclosure 6987.)

EXHIBIT No. 101 [Goode].

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, November 27, 1906.

The SECRETARY OF THE INTERIOR.

SIR: I have the honor to acknowledge the receipt of a letter dated October 29, 1906, from the Hon. Henry M. Teller, who says that on the 22d of that month he asked the Attorney-General for a copy of the report of Assistant United States Attorney Outcalt with reference to the Kickapoo Indian matter, and that he was informed that the report had been referred to the Department of the Interior. Senator Teller says that he is very anxious to have a copy of the report and hopes that it may be forwarded to him without delay. This communication was forwarded here on October 31, 1906, with the following indorsement: "Respectfully referred to the Commissioner of Indian Affairs."

The report called for by Senator Teller comprises 79 pages of typewritten matter, and is accompanied by 102 inclosures, many of them being voluminous documents. The report has not been considered in this Office sufficiently to enable me to deter-

mine whether further action is necessary, but from a cursory examination I am inclined to the opinion that there are matters disclosed which may possibly need further investigation. The nature of the report is such that I am in doubt as to the propriety of giving it out at the present time. I therefore transmit the original report, without the inclosures, for your examination. If you are of the opinion that a copy thereof should be furnished Senator Teller, I will be pleased to have one made without delay for transmission to him on the receipt of notice of your views and the return of the report.

Very respectfully,

F. E. LEUPP, *Commissioner.*

EXHIBIT No. 102 [Goode].

DEPARTMENT OF THE INTERIOR,

January 15, 1907.

Respectfully returned to the Commissioner of Indian Affairs.

EDWARD M. DAWSON,
Chief Clerk.

EXHIBIT No. 103 [Goode].

DEPARTMENT OF JUSTICE,

OFFICE OF THE UNITED STATES ATTORNEY,

DISTRICT OF OKLAHOMA,

Guthrie, September 29, 1906.

The ATTORNEY-GENERAL, Washington, D. C.

SIR: In compliance with your letter, C. W. R., No. 48435, of the 22d instant, asking to be advised as to the result of Mr. Outcalt's investigation in Mexico concerning conveyances from Okemah, Thithequa, Kickapoo Indians, to W. W. Ives, I have the honor to transmit herewith Mr. Outcalt's full report, just completed, of the whole investigation.

This report shows course of fraud by Bentley and others in dealing with these Indians that approaches in outrage the work of highwaymen.

In the time we have had to consider these matters we have not determined on any prosecutions in this Territory, as it appears that the acts complained of were committed in the State of Texas and the Republic of Mexico.

We have a Territorial law against conspiracy which would probably reach some of the parties, but the punishment—only fine and imprisonment in the county jail—is so inadequate that we are examining the cases with a view to try to prosecute for felony.

I call special attention to page 62 of the report.

The situs of this alleged transaction seems to be Washington, D. C.

I am advised that many of the alleged deeds were taken in Texas, that many of the Indians deny executing these deeds, and that others say the instruments were misinterpreted to them.

I call your attention to the following provisions of the Revised Statutes of Texas, 1895: Criminal code, false swearing; article 209, chapter 2, title 8; chapter 3, title 8.

It seems that John Mine, an illiterate Indian, unable to read or write, acted as interpreter and made the affidavits of correct interpretation which were attached to the several deeds, and that he made these affidavits at the instance of Bentley and others. (Criminal code, false certificate; art. 252, chap. 5, title 8.)

From statements of some of these Indians it appears that some of the certificates made by the notaries are not true. (Criminal code, false interpretation; arts. 546 and 547, chap. 1, title 14; criminal code, conspiracy, title 18.)

I am of the opinion that a further investigation should be made of each specific transfer, and where the facts warrant and the Indian can give the Government some assurance that he will not change his mind for a trifle in the event of probable recovery, an action should be brought in the name of the Indian to recover the land.

We are so crowded with other work that we can not make such investigation.

Very respectfully,

JOHN EMBRY, *U. S. Attorney.*

P. S. Exhibits referred to in Outcalt's report sent on this mail under separate cover.

JOHN EMBRY.

EXHIBIT No. 104 [Goode].

DEPARTMENT OF JUSTICE,
OFFICE OF THE UNITED STATES ATTORNEY,
DISTRICT OF OKLAHOMA,
Guthrie, August 6, 1906.

UNITED STATES ATTORNEY, DISTRICT OF OKLAHOMA,

Guthrie, Okla.

SIR: In accordance with instructions contained in your letter dated April 20, 1906, relative to the transactions of one Martin J. Bentley with certain Kickapoo Indians in regard to their removal to Mexico, and the purchase of their allotments situated in Oklahoma, and as to the withholding of money belonging to them, directing me to make a thorough investigation with a view to prosecuting said Bentley, either under the Oklahoma, Texas, or Federal Statutes, and to take such other action as would protect the Indians, and report fully as to the law and facts, I respectfully submit this, my report:

Upon receiving your letter Mr. Frank A. Thackery, superintendent and special disbursing agent of the Shawnee Indian Training School, after some delay, received instructions from the honorable Secretary of the Interior to accompany me to Eagle Pass, Tex., and to Mexico and assist in this investigation.

On May 21, 1906, Mr. Thackery and myself left Shawnee, Okla., for Eagle Pass, Tex., and Mexico, arriving at Eagle Pass on the 23d day of May. While in Eagle Pass we called on Mr. R. W. Dowe, United States collector of customs, and through his kindness we received letters from the federal judges of the State of Coahuila, Mexico, addressed to the presidente of the municipality of Monclova and to the judge of the first court of letters of the same place, and to Alberto Guajardo, chief politico of the municipality of Muzquiz, and on the evening of May 25 we took the train for Monclova, Mexico. The official recorder's office, for the recording of deeds conveying land in the municipality of Muzquiz is at Monclova, and, with the assistance of an interpreter, we searched the records to ascertain whether or not lands had been deeded to these Indians, or to Mr. Bentley in trust for them.

We found no such conveyance and received a certificate from the secretary of the land office to that effect. Said certificate reads as follows:

"Public record of the property in the Monclova district, Coahuila.

"Francisco Valdez Llano, officer and recorder of the property for the Monclova district, Coahuila.

"I certify: That Mr. Martin J. Bentley and the Indians O ke mah, Thi the quah, No ten, Wah nah ke thah, Kiah kin ne quote, Tah pahthe a, Ne ka not pit have not recorded here in the archives and records any title deed of property of lands in the jurisdiction of the municipality of the town of Muzquiz, Coahuila in this Monclova district.

"And by petition of Mr. G. A. Outcalt is issued the present certification in this city of Monclova, to-day, 28th of May, 1906.

"(Signed) FRANCISCO VALDEZ LLANO.

"The present translation was made by me and is a literal and faithful translation from the original.

"ALBERTO LOBO,
"Monclova, Coahuila, Mexico.

"(Original certificate marked Exhibit 1.)"

We then started for Muzquiz, reaching there May 29.

On the 30th we called on Alberto Guajardo, the chief politico, but found him absent from his office.

We then drove to the Indian camp located about 9 miles northeast of the village of Muzquiz.

We were ordered to leave the camp by Wah pe che quah, a Kickapoo Indian, who said he was acting under the authority given him by Mr. Bentley. We refused to recognize Mr. Bentley's orders. In a short time Wah pe che quah returned, accompanied by three or four policemen and a Spanish interpreter, who informed us that we must leave camp at once or they would arrest us. We immediately returned to Muzquiz and the next morning called on the chief politico, Alberto Guajardo, who would not recognize my commission from the United States, and informed me that I must first get my orders from the Mexican Government before he would officially recognize me. Mr. Thackery then went directly to Eagle Pass, Tex., and I remained at Muzquiz.

Our Indian interpreter, Henry C. Jones, whom we had taken with us from Oklahoma, was taken sick and we were compelled to send him back to Oklahoma at this time.

When we reached Muzquiz on May 29, we found Mr. Bentley and a number of other Americans from Shawnee, Okla., there.

On June 1 Mr. W. S. Field and a Mr. Earney came to Muzquiz, Mexico. On the 25th of June I received a telegram from the governor of Coahuila, informing me that the chief politico had been instructed to assist me in my work. During the time between the 30th day of May and the 25th day of June Mr. Bentley and his associates successfully prevented me from talking to the Indians. I employed Henry Murdock as an Indian interpreter after Mr. Jones left, and he was arrested and placed in jail soon thereafter at the instance of Mr. Bentley. He was put to work on the streets of Muzquiz (see Exhibit 2). I then sent for Mack Johnson, another Kickapoo Indian, who could talk English as well as Indian, and as soon as he came to the hotel where I was stopping and before he reached my room he was arrested and forcibly taken to the camp, and I was not allowed to see him. Bentley came with the policeman who arrested Johnson.

I had a conversation with Mr. Bentley about this time. This conversation with Mr. Bentley took place on the north side of the plaza in Muzquiz. Among other things, he said to me, "I do not know what your business is, George, but I have been sent here by the Department to take care of these Indians, to pay them their lease and land money, and if you will wait until I get through I will take you to the camp and you may see any Indian you wish to see. I will get them to go fishing and show you how they catch fish and give you a good time generally." He also stated that he, Bentley, was in a position where he could help me a great deal, or that he could hurt me equally as much, and that we had always been good friends and that he was going to make Shawnee his home and he would again be in politics there. I said to him: "I do not think you could hurt me," and he replied that "he had had one United States attorney removed and thought he might be able to do something."

It was understood by the Indians and the Mexican authorities, as well as most of the people I met there, that Bentley represented the United States and had been sent there by this Government. That W. S. Field was a United States Senator and Earney had been sent by the United States with instructions to assist Mr. Bentley in carrying out his plans in every way possible. These conditions could only have been produced by the false representations of Mr. Bentley and his associates and agents to the effect that they did represent the United States Government.

The complaint upon which our exclusion from the Indian camp and threatened arrest was made before Mr. Thackery or myself had went out to the camp, but the service of the order was withheld until we had reached the camp. This complaint among other things, charged "that a group of Americans who recently arrived at their camp, molested them at every moment, exciting them to have trouble among themselves, stimulating them to drunkenness and to other vices, running after their daughters and committing other abuses, taking advantage of the ignorance of complainants." (See Exhibit 3.)

This complaint was inspired, if indeed not made, by Mr. Bentley himself for the double purpose of discrediting Mr. Thackery and myself with the authorities of Mexico and our own Government, and to be used as a means to prevent our communicating with the Indians, and for the time being it answered its purpose admirably, so far as the Mexican authorities were concerned, and keeping us from meeting and conversing with the Indians. He also probably intended by this complaint to exclude any prospective land buyers other than himself from the camp or from communicating with the Indians. In accordance with the terms of this complaint the police force of Muzquiz was placed subject to the orders of Bentley, and also left it with him as to who or who should not converse with the Indians, and he used his power against me.

This Indian camp is located about 9 miles northeast of Muzquiz on the Sabinas River. About three-fourths of a mile from this camp is a small distillery where mescal is distilled. Mescal sells at retail in Mexico at from 15 to 25 cents Mexican money a pint. The Indians can get all the mescal they want by going out to this distillery, buying it, and returning with it to the camp. Mescal is a distilled spirit resembling in proof test and intoxicating strength our alcohol.

There is a Shawnee Indian woman by the name of Anna Pecan, who has her tent about one-half mile south of this camp. I have seen Mr. Bentley go to this tent about dinner time, and it is understood by all the Indians with whom I talked that he lives there with her as his wife. She has a boy about 6 years old, and I am told by J. T. Regan, of Shawnee, that he was working with Bentley when this boy was born, and that Bentley admitted to him that it was his (Bentley's) child. (See Exhibit 4.) I have seen at this camp of Anna Pecan at one time as many as 15 or 20 Kickapoo Indians drunk and boisterous.

These Indians get all the mescal they want. I was out to this camp several times and no time was the camp without drunken Indians.

I saw Johnny Mine, Bentley's official interpreter, many times, and I never saw him sober, and generally he was drunk and insulting to me.

I stayed in this camp one night when Bentley was there, and Johnny Mine came to me about dark and ordered me from the camp, and after I had laid down on a table outside of the tepees he came several times and disturbed me.

When these Indians came to the village of Muzquiz they were taken charge of either by Bentley or some of his confederates or agents, and taken to and kept in the court or vacant ground in the rear of a store, and there supplied with drink until they became intoxicated before they were allowed to again appear on the streets.

On the 22d of June I started to Eagle Pass to see Mr. Thackery, and on the 24th, while at Eagle Pass, I learned that the Mexican Government had instructed the local authorities at Muzquiz to assist me, and I started for Muzquiz on the first train, and by driving about 40 miles at night I arrived at Muzquiz about 5 o'clock, July 25, and later in the day received the telegram from the governor before mentioned.

Soon after my arrival at Muzquiz I learned that the authorities had placed Mr. Bentley under arrest for intimidating and compelling certain Indians to sign deeds or other papers relating to their allotments in Oklahoma, and for assaulting Mack Johnson, a Kickapoo Indian. In accordance with the Mexican law, the complaints were afterwards filed, and at the trial the evidence showed that certain Indians, to wit, Mack Johnson, Homer Anderson, Pa rea thep pea, Ah ten ye tuck, Pah zhe, and others had been forced by arrests and threats, made either by Bentley or his agents, to sign a paper, the contents of which not one of them knew. That Mack Johnson had been struck over the head with a 6-shooter for refusing to sign, but that this assault had been made by a Mexican; I think his name is Vacca; however, he was the servant of one Roman Galan, and he very often acted as Mr. Bentley's coachman and driver. The assault was made in Bentley's presence and at the tent where he then was.

Mr. Bentley employed a lawyer from Monterey, and at the trial he produced a paper which he called the "new roll" and testified that this was the paper the Indians had signed, and as its terms did not create such an obligation or contract as could be enforced, the court held that he was guilty of no fraud.

The proof on the assault charges was to the effect that Vacca or other parties were the immediate aggressors, and Mr. Bentley was released. I appeared in this case at the request of several of the Indians, and for the further reason that the assault on Mack Johnson immediately followed his arrest when about to serve me as interpreter.

After he was released I understood that the governor of the State ordered the authorities to arrest Bentley and hold him. He left Mexico at once, after his release, and I did not again see him in Mexico.

There is a man living in Muzquiz by the name of Roman Galan, who was at all times very active in Bentley's interest, and who formerly was in the mercantile business. There is also a one-armed Mexican who is in the mercantile business at Muzquiz. These two merchants had large accounts against the Indians, and several of the Indians were arrested for debt on complaint of these merchants. While in Muzquiz Bentley had his office with Roman Galan.

These Indians, when they came to Muzquiz, generally went to the store of this one-armed merchant and there remained in the back yard until they got drunk.

When Mr. Bentley left Muzquiz, immediately after his release, Mr. Field, Earney, and Gaston remained for some days and were very active among the Indians, and still managed to prevent them from talking to me, and the Indians during this time were afraid to come to my room or make any statement to me without positive assurances that their coming or their statements should not become known to Mr. Bentley.

I succeeded in getting to see a few of the Indians, and they made statements in writing after being assured that Bentley would not be informed, but none of the seven Indians, from whose allotments the restrictions to alienation had been removed in March, 1905, would, during this time, converse with me on any subject.

When Mr. Bentley was agent over these Indians, and while they were on their lands near Shawnee, he used every inducement possible to poison the minds of the Indians against the United States Government. He also distilled into their minds the belief that by going to Mexico they could go back to their old customs and laws. That there they could live in peace and be amenable to only such laws as they would make. He succeeded in getting quite a large number to move to Mexico.

In order that he might control the actions of these Indians it was necessary to have a chief and council friendly to him, and notwithstanding the fact that they already had a queen, he had Wah pe che quah chosen chief and No ten, O ke mah, and Kis kin ne quote, and some other Indians put on their council, but these four Indians control in the making of the laws and absolutely dictate to the other Indians as to what they shall or shall not do.

These four Indians are completely under the control of Bentley, and in this way he has been enabled to be dictator in all things. These four Indians, just named above, seemed to always have money, when the rest of the tribe were without means, and after Mr. Bentley left Mexico I saw Earney, who said he was Bentley's agent, give them money. I concluded that Mr. Bentley furnished the Indians named above with money in order that they would be the more pliant to his will. About June 27 Mr. Thackery came to Muzquiz, but on the 29th he received from home news that his wife was sick and his presence there was necessary, and he left for Oklahoma and did not again return to Muzquiz.

I had in the meantime, during my conversation with Bentley, above related, been informed by Mr. Bentley that I would have to apply to his friend, W. A. Bonnett, of the Border National Bank, at Eagle Pass, for all information as to land purchased by him in Mexico for these Indians, and for copies of contracts existing between him and the Indians relative to their property interests.

I had been informed by the federal judge of the State of Coahuila that the laws of Mexico required acknowledgments to be taken in the conveyance of real property in Mexico, and that the deeds must be filed for record within fifteen days after execution in the office of the secretary of the land office for the district within which the land is situated, and in this case the land offices for the municipality of Muzquiz was at Monclova. The failure to record the deed did not affect the rights of the vendor and vendee, unless, after the expiration of the fifteen days, the vendor again sold the land to a third party, who took it without notice of the former sale.

These acknowledgements could be taken before a notary public, or the judge of the first court of letters, or his clerk.

That on the execution of the deeds the notary public kept in his office the original deed, and copies were furnished to the vendor or vendee on request and payment of costs of transcribing same.

The deed for land in Mexico, which Mr. Bentley had stated before the Senate committee he had purchased for these Indians, was in the office of one Edwardo Elizondo, a notary public and lawyer of Muzquiz. I was informed that he had been employed by Mr. Bentley and Roman Galon as their attorney in these Indian matters.

I called on him, with letters of introduction from the official interpreter of Monclova municipality, who was a cousin, I believe, to Elizondo. He seemed friendly and offered his services in any way possible, until I informed him that I desired a copy of all deeds, contracts, or other papers executed before him in which Mr. Bentley or anyone else was trustee for the Indians, and also any in which one or more of the Indians were parties. He promptly refused, unless I would get Mr. Bentley to request the delivery to me of copies. I saw Mr. Bentley, and he said I could get a copy of Mr. W. A. Bonnet at Eagle Pass. The only place I could get an authentic copy was from Elizondo, above named, and having no confidence in Mr. Bentley's honesty in the matter, I did not apply to Mr. Bonnet for these copies.

I labored in vain to get a copy from the notary, but finally appealed to the authorities, and they interceded with one Celedonio Galan, who was the vendor or first party to the contract, and who had an equal right with the vendee or second party to have a copy of the contract. This Celedonio Galan was a brother of Roman Galan.

After some delay he agreed to get copies, provided Bentley should not be informed of the fact of their delivery to me.

When the copy was finally made, several days after it was requested, Celedonio Galan left town and kept away from me until July 15, when I saw him at his mother's house in Muzquiz; there he then refused to let me have the copy until he could see Alberto Guajardo, the chief politico, who was attending a sick wife at Monterey, and whose return was not expected for several days. On the evening of the 16th of July I succeeded in seeing said Celedonio Galan at the office of the notary public. I took a Spanish interpreter with me, but Galan would not talk to him, so I took Galan in a carriage and went and hunted up an interpreter of his own choosing. After discussing the matter in various ways it seemed that he made no objection in permitting me to procure copies of these deeds or contracts, but that he did not want Bentley to know that I had obtained them. I finally agreed that I would not tell Bentley, and then he said he would let me have them. We returned at once to the notary's office, and while my interpreter was reading the certificate attached to the deed or contract, Mr. Earney, and, I think, Mr. Gaston, appeared at the office. Mr. Earney claimed to represent Bentley, and stated that he had been directed by Mr. Bentley to object to the delivery of this copy to me, and insisted that I should go to Eagle Pass, where Bentley was, and get a copy from the Border National Bank. Mr. Earney stated that Mr. Bentley had sent him there to object to the delivery of this copy, and that the notary had no right to deliver it to anyone except Mr. Bentley or on Bentley's order.

As I have stated, the law permitted the notary to deliver it to either the vendor or vendee, and after the notary had refused, on the objection of Mr. Earney, and Mr.

Gaston had left, I succeeded in getting Celedonio Galan, the vendor, to request the copy of the notary, which was delivered to him after considerable delay. I finally succeeded in getting a copy after paying \$25 American money, for the same and promising not to inform Bentley of its delivery to me.

I then had the deed translated and found that it was very indefinite in its terms, and if it conveyed any title, it conveyed it to Mr. Bentley, instead of O ke mah or any other Indian. This deed, or contract, showed a consideration of \$21,000 Mexican, or \$10,500 American, \$11,000 Mexican having been paid and the balance, \$10,000 Mexican, yet unpaid and due August 12, 1906.

Mr. Bentley, in his statement before the Senate committee of March 22, 1906, on page 16 of the record, states that he had already bought \$21,000 worth of land in Mexico, and that the property was in the name of O ke mah, and that O ke mah held the land for the benefit of all the other Indians at their request. (See Exhibit No. 15.) An examination of the deed will show that Mr. Bentley's statements to the Senate committee was false, in that the deed, if deed it be, is made to him and not to O ke mah and is not a trust deed in any particular. It will also show that only \$5,500 was paid for the \$21,000 worth of the land he speaks about. This testimony of Mr. Bentley could not have been given by mistake, for he knew then that this land in Mexico belonged to him, or was deeded to him, rather than to O ke mah, and this conclusion is established from the fact that at the time he made the complaint to prevent myself and Mr. Thackery and others from going on this land, it was stated in that complaint, that the land belonged to Bentley, and that the Indians were permitted by him to be in possession of the same. There was no way that I could ascertain the extent of this tract of land, for the reason that the property had been an estate, and I found no orders of court dividing it among the heirs, and there was no way to tell what amount of this property Celedonio Galan as an heir to this estate, owned at the time of the sale. The San Francisco plantation, of which this tract of land formed a part, was formerly the property of five different individuals, forming a company, all of whom are now dead. The number of heirs left by the deceased parties are numerous; I have failed to find or learn the exact number. Conceding, however, that the statement made by Mr. Bentley, that the tract contained about 800 acres, to be true, a very large part of the land is valueless for agriculture or grazing purposes. It is located on high ground south of the Sabinas River and covered with mesquite, brush, and cactus, with no grass, and but for the bushes and cactus would be barren. What few ponies they have can not subsist on this ground. The Indians complained to me that their stock was actually starving, and I saw many of them carrying fodder and Johnson grass in bundles on horseback long distances, to feed what few ponies they kept at this camp.

As I stated above, when Mr. Thackery and I reached Muzquiz there were quite a number of white men there from Oklahoma, and I was informed by them that on their first visit to the camp nearly all of the Indians were in distressed circumstances, had little or nothing to eat, except the three or four provided for by Mr. Bentley.

On page 8 of Bentley's testimony before the Senate committee he stated that two pieces of the land sold near Shawnee brought \$32,000, and that \$15,000 in cash was paid and that \$16,500 was deposited in the Shawnee National Bank, in payment of the balance of the purchase money for the land of these two Indians.

I have talked to M. F. Eggerman, president of the Shawnee Townsite Company, and O. H. Slover, secretary of the same company, both of whom reside in Shawnee, and they state that the amount of money paid for these two pieces of land, or rather the amount agreed to be paid, was \$39,000; that \$22,500 was actually paid; that there is now in the Shawnee National Bank the sum of about \$4,000, deposited in the name of W. W. Ives, which is to be held until such time as the patents for the lands purchased issue, and then it is to be paid to Mr. Ives; that there is a balance due, with interest, of \$12,500, for which sum Mr. Ives holds notes of the Shawnee Townsite Company payable to himself. The purchasers of this land evidently knew the amount of money paid, and they say that there was \$22,500 paid down. This, of course, was American money.

On page 10 of Bentley's testimony before the Senate committee, given March 22, 1906, he stated that he received \$15,500 and not \$15,000, as he had previously stated.

On page 10 of the same record Mr. Bentley states that he sold another piece of (Noten) land for \$3,050 in cash, but claims to have paid out on debts of the Indian, Noten, \$1,000, leaving a balance of \$2,050. The \$22,500 that he received from the Shawnee Townsite Company and the \$2,050 which he received from Noten's land makes a total of \$24,550 which he received from the sale of the lands belonging to these Indians. Of that amount he has invested in his own name \$5,500 in the purchase of the land in Mexico, described in the deed or contract heretofore mentioned. It may be that the \$15,500 was all the money remaining in Mr. Bentley's hands after having paid commission for selling the land of which he speaks in his testimony, but if that is true he paid \$7,000 commission for negotiating this sale. Taking this as true, it left in his hands at the time of the purchase of the land in Mexico, and after the payment

of the \$5,500, a balance of \$12,050. It will also be noticed upon the examination of the deed or contract for the Mexican land that that purchase or contract was not made until the 12th day of February, 1906, or nearly a year after the sale of the lands from which he received the money.

Mr. M. F. Eggerman and O. H. Slover, the president and secretary of the townsit company, say that in this transaction for this land they dealt wholly with W. W. Ives—did not know Bentley or anything about the Indians from whom the title originally came; that Mr. Ives claimed to have paid the sum of \$8,000 for this land and was the absolute owner of the same. These two gentlemen reside in Shawnee, and in my judgment are wholly reliable and their statements are undoubtedly true.

The deed from Thi the quah to W. W. Ives for the W. $\frac{1}{2}$ of the SE. $\frac{1}{4}$ sec. 24, T. 10 N., R. 3 E., located near Shawnee, shows that on the 7th day of March, 1905, Thi the quah appeared before W. H. Bonnet, a notary public of Maverick County, Tex., who acknowledged the execution of the deed by Thi the quah. In the certificate he says: "Personally appeared Thi the quah, identified by John Mine, and O ke mah, to me known to be the identical person who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed," etc.

Another deed from the same party to Mr. Ives for the same land has an acknowledgment taken by W. H. Bonnet, the same notary who took the acknowledgment in the other deed. The acknowledgment in this deed appears to have been taken at the same time and same place of the former deed, and it reads: "Personally appeared Thi the quah, and her husband, O ke mah, both well known to me, and ———, to me known to be the identical persons who executed the foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed," etc. The first deed from Thi the quah was recorded in the office of the register of deeds of Pottawatomie County, at Tecumseh, on the 14th day of March, 1905, at 4 o'clock p. m., and was duly recorded (book 34, p. 308), and the second deed was filed for record in the office of the register of deeds of the same county on the 6th day of April, 1905, at 11.30 o'clock a. m., and was duly recorded. A like discrepancy appeared in the deed from O ke mah to Ives for the E. $\frac{1}{2}$ SE. $\frac{1}{4}$ sec. 24, T. 10 N., R. 3 E. of the Indians' meridian, except that the O ke mah deed was filed, respectively, on the 14th and 28th days of March, 1905, in the office of the register of deeds of the same county. I have consulted with the attorney for the townsit company, Mr. J. H. Woods, of Shawnee, and he informed me that he refused to approve the abstract of title for these lands, as he thought the first acknowledgments taken were not good. He represented the Shawnee Townsit Company at that time, and they made new acknowledgments, placing them on the original deed and returning them to Mr. W. H. Bonnet, and had a new certificate of acknowledgment made showing that he was personally acquainted with these Indians. To say the least, the action of Mr. Bonnet is peculiar in that at the time of the appearance of the Indians at this office he did not know them, and a few days later when it became necessary he was then enabled to make an official certificate that he was acquainted with them and personally knew them.

The deed from Tah pah thia to Mr. Ives for the E. $\frac{1}{2}$ SW. $\frac{1}{4}$ sec. 11, T. 10, R. 3 E. of the Indians' meridian contains the same discrepancy in the acknowledgment.

It will be noticed that all of these identifications are made by John Mine, the man who Bentley uses as his interpreter.

Upon an examination of the records of the register of deeds, Pottawatomie County, I find that there are warranty deeds on file as follows:

Okemah and Tit the quah, his wife, to W. W. Ives, E. $\frac{1}{2}$ SE. $\frac{1}{4}$ sec. 25, T. 10 N., R. 3 E. of the Indian meridian, which deed appears to have been acknowledged before W. H. Bonnet, notary public, Maverick County, Tex., on the 30th day of July, 1906.

Also a warranty deed from Thi the quah and Okemah, her husband, to W. W. Ives, W. $\frac{1}{2}$ SE. $\frac{1}{4}$ sec. 24, T. 10, R. 3 E. of the Indian meridian, which deed appears to have been acknowledged before W. H. Bonnet, notary public, Maverick County, Tex., on the 30th day of July, 1906.

Also warranty deed from Ta pah thea to W. W. Ives, E. $\frac{1}{2}$ SW. $\frac{1}{4}$ sec. 11, T. 10 N., R. 3 E. of the Indian meridian; the acknowledgment appears to have been taken on the 30th day of July, 1906, before W. H. Bonnet, notary public, Maverick County, Tex.

Also warranty deed from Ne con opit and wife to W. W. Ives, N. $\frac{1}{2}$ NE. $\frac{1}{4}$ sec. 14, T. 10 N., R. 3 E. of the Indian meridian. The acknowledgment to this deed was taken before the same notary public, and the deed was filed for record in the register of deed's office in Pottawatomie County on the 6th day of July, 1906.

Also warranty deed from Kish ken ie quote and wife to Ida B. Bentley, N. $\frac{1}{2}$ NE. $\frac{1}{4}$ sec. 12, T. 10, R. 3 E. of the Indian meridian. The acknowledgment of this deed was taken before the same notary public, and the deed was filed for record in the register of deed's office in Pottawatomie County on the 7th day of July, 1906.

Also warranty deed from Wah hah keth hah and wife to Ida B. Bentley, N. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 13, T. 10, R. 3 E. of the Indian meridian. This deed was acknowledged before the same notary public as the deeds above mentioned, and was filed for record in the office of the register of deeds in Pottawatomie County on the 6th day of July, 1906. The consideration shown by the deeds above mentioned is the same as shown by the deeds for the same tracts taken on the 7th day of March, 1905. There is nothing to indicate that these deeds are in any sense trust deeds; but they are, by their terms, warranty deeds.

On page 11 of Mr. Bentley's testimony before the Senate Committee on the 23d day of March, 1906, while the matter of these deeds was before the committee, Senator Gamble, among other things, said to Mr. Bentley, "Would it not be well, especially as charges are made against you, that a formal declaration of trust in some form should be made by your wife and the other parties who hold these lands, so that in case of their death or otherwise those Indians could not be robbed, or that they—your wife or the other parties—could not sell or dispose of the property, if they felt so disposed, and absolutely hold the funds and rob the Indians?" Mr. Bentley replied, "I want to say, Senator, frankly, that I shall be glad to follow out any suggestions. I want to protect the Indians. I have taken this trust and I want to be true to it. I have been with the Indians fifteen years and expect to be with them as long as I live. I lived on the frontier twenty-four years, and I like the Indians and I like the frontier as they do".

The taking of these last six deeds in the form of warranty deeds instead of trust deeds, and that, too, after the suggestions made by the Senate committee that there should be some record made showing that these lands were conveyed in trust to Mr. Bentley or his agents, and that, too, after Mr. Bentley expressed his willingness to follow the suggestions made by the Senate committee, does not indicate good faith on the part of Mr. Bentley. If the former deeds had been taken legitimately and in good faith, it seems to me that it would have been unnecessary to have gone to the expense of taking other deeds substantially of the same form, but if these last deeds had been trust deeds it would be a circumstance that Mr. Bentley was attempting to carry out the suggestions of the committee to which he so readily consented at the time of making his statement to the committee.

Whether any consideration was given to these Indians for the last deeds I am unable to say, as I have not seen the Indians since the deeds were made, except the deeds of Ne con o pit, Kish ken ie quote, and Wah hah keth hah, which were filed for record July 6, 1906, but I knew nothing about their execution until I reached Tecumseh on my return from Mexico.

I interviewed all of the 7 Indians from whose land the restrictions against alienation had been removed by act of Congress of date March 3, 1905, between the 14th day of July and the 21st day of July. Prior to that date they had refused to talk with me or discuss matters in which Mr. Bentley and they were interested. When I did get them so they would talk to me, they would not sign any statement for me for fear of trouble it would bring on them by displeasing Bentley.

Bentley's influence with nearly all of these Indians would not amount to anything, in fact they distrust him, except for Wah pe che quah, Bentley's chief, O ke mah, Noten, and Kish ken ie quote, of whom I have heretofore spoken, and who keep the balance of the tribe in fear of a violation of tribal laws made by these four Indians.

To illustrate, on July 15 I drove to the Indian camp and took with me the checks signed by Mr. Thackery in payment of their lease money for lands in Oklahoma. When I reached camp I found that these four Indians had had a council meeting the night before and had the Indians so scared that hardly one of them would take their money except in secret and on assurance to them that if they were not paid all the lease money due it would be paid at some other time.

Bentley and his agents told them that he (Bentley) had been sent to Mexico by the United States to make their payments, and that Mr. Thackery had stolen all their lease money for two or three years back and that they must not take any money from Mr. Thackery, but must wait, and the money would be sent to him and he would pay them all that was due.

When I went to leave camp in the evening, there were Indians along the road outside of camp waiting for me who wanted their lease money, and whom I paid. They said they were afraid to accept it in camp where anyone could see them, for these four Indians would get mad and might hurt them. Wah pe sose was one of the Indians who went outside of camp and waited for me in order to get his check and not let them know about it.

The seven Indians from whose allotments the restrictions to alienation were removed by act of Congress dated March 3, 1905, were constantly looked after and influenced to such an extent by Bentley and his agents that I could not get to see them or talk to them during all the time from the 30th day of May until the 14th day of July. I tried in many ways to get to see them, and even sent for them several times, by order

of the authorities, asking them to come to Muzquiz and testify before the court, but they would manage some way not to come. Sometimes they would leave camp and be gone when I would reach there, and would also be gone when the officer with the summons would go to camp. If they happened to come to Muzquiz, they would be made drunk by some one before I would get to see them. I finally got statements made to me by them, but each one seemed to be afraid that Bentley would find it out and he would be angry with them. They would not sign a paper for me for this reason. The statements made are as follows:

Statement of O ke mah made at Muzquiz, Mexico, July 16, 1906.

I am a Kickapoo Indian and live in Mexico.

I have an allotment in Oklahoma. I know Mr. Martin J. Bentley. At Eagle Pass over a year ago Bentley told me that if I wanted to get land and live in Mexico I must sign a paper he had by touching the pen. He told me that the president of the villa of Muzquiz said that I could not buy land in Mexico unless I touched the pen for Mr. Bentley. I do not know what I signed. I only touched the pen twice. I never signed only two papers, and I signed them at the Border National Bank, of Eagle Pass, Tex. I have never received but \$500 from Mr. Bentley or anyone else for this land. Bentley told me he put the balance of the \$5,000 in the Border National Bank. I wanted it placed there. The money was used to buy land in Mexico. My wife received \$300 for her land. She was to receive \$8,000. Bentley said he had placed the balance of the money in the Border National Bank, of Eagle Pass, Tex. Bentley told me he had bought a piece of land in Mexico for which he said he paid \$21,000 in Mexican money, and he told me he had this land deeded to me and my wife. Ne con o pit and wife, Wah noc a the and wife, Noten and wife, Kish ken nic ie quote and wife, and Tahpah she. It was a part of the San Francisco plantation, and each was to pay an equal share. Two of these deeds I never signed, and they are forgeries. I am afraid to do anything about this matter, on account of Bentley. I made no complaint to Mexican authorities about Mr. Thackery or Mr. Outcett interfering or disturbing our camp or any of our people. They in no way interfered with us, and had not been in the camp at the time said complaint was made. Bentley told me there was \$3,000 in the Border National Bank, at Eagle Pass, Tex., deposited for me.

Ne con o pit, on July 15, 1906, at the Indian camp stated to me.

That he came to Mexico because he was treated very bad in the United States and did not want to live there. Was told by Mr. Bentley that in Mexico the Indians could make their own laws and would not be molested by other authorities, and especially the United States. That he has not sold his land in Oklahoma, but that he signed what he supposed, and what Mr. Bentley told him, was an agreement to trade for land in Mexico. That he received no money at that time or since.

That as yet he has received no money or land in exchange for his Oklahoma land. That he is afraid at this time to do anything about it, but wants to wait and learn what Mr. Bentley is going to do about it. If he does not get his land in Mexico, then he wants to take such action as will protect his rights.

No ten stated, on July 20, 1906, that he came to Mexico believing the Mexican Government would return to him certain land that they had occupied before. That he had land in Oklahoma which Mr. Bentley said was worth \$2,000. That about a year ago he signed a paper for Bentley and was told at the time that it was a paper for the exchange of his Oklahoma land for land in Mexico. That at this time Bentley gave him \$100. That he supposed this was given as the difference between the value of the Oklahoma and Mexican land. That he has never received any land or money, but that he thinks Bentley will do as he agreed to do.

Tah pah she stated on the 17th of July, 1906, that she came to Mexico with some of her people and because she wanted to be where she could live in the Indian way. That she signed a paper at Eagle Pass, Tex., about a year ago for Mr. Bentley, but did not know what it was, but supposed it was for Mr. Bentley to give her a piece of land in Mexico in exchange for her Oklahoma land. That when she touched the pen Bentley gave her \$300 in Mexican silver; that she understood it was for to buy provisions and clothing and was not in payment for her land. That she has not received any land in Mexico, but she does not want to do anything about it until she finds out what Bentley will do.

Wah puck we che stated on July 15, 1906, at the camp near Muzquiz, that she came to Mexico because she believed she could live here in the Indian way. That about one year ago she signed a paper for Bentley at the camp of Wah pah ho ko quah at the Indian camp near Muzquiz. She did not go to Eagle Pass or Diaz. There was a man with Bentley when she signed; she don't know who it was, and did not know that she was signing a deed, but supposed it was a paper in order that Bentley

might give her land in Mexico. That at the time she touched the pen Bentley gave her \$200 Mexican, but not in payment for the land. She supposed it was a loan.

Ah no tha hah quah, wife of Ne con o pit, stated on July 16, 1906, that she signed a paper for Bentley at Eagle Pass about a year ago but don't know what it was, but supposed it was a paper in order that Mr. Bentley might give them land in Mexico. At that time Bentley gave me \$200 in Mexican money. She is a woman and has no education and does not know why he gave her this money.

Kish ke nic quote stated to me on July 14, 1906, that he came to Mexico to live, because there he could live in the old Indian way and not be molested by anyone, and because there was lots of game. That about a year ago he signed two deeds for land, one at Shawnee, Okla., and one at Eagle Pass, Tex. Mr. Thackery paid him about \$3,300 American money for the deed he signed at Shawnee, but he never got anything for the one signed at Eagle Pass. That Mr. Bentley was to give him land in Mexico for the paper he signed at Eagle Pass, Tex. He has received no land in Mexico yet, and does not know at what time he will get it or where or how much he will get. He thinks Bentley will get him the land, but he has no contract either written or verbal as to when, where, or how much land he is to get or any understanding as to its value.

Thi the quah stated to me that when she came to Mexico she did not come there to live, but only to visit some of her relatives. That about a year ago at Eagle Pass, Tex., she signed some papers for Mr. Bentley. That she was told by him that these papers must be signed in order that he might procure land in exchange for this land in Oklahoma. That she received no money from Mr. Bentley and did not know at that time that she was signing a deed. That she did not sell her land, but afterwards learned she had made a deed for the same. She thinks Bentley will do as she intended for him to do, although she has no agreement with him as to the purchase of land in Mexico.

Wah nah ke the hah, Muzquiz, Mexico, July 15, 1906, stated to me that he came to Mexico to live because of the bad way in which the United States treated him. That he understood from Mr. Bentley that he might live in Mexico, and there the Indians could make their own laws, and would not be bothered by any laws except those made by the Indians. Mr. Bentley told him that if he wanted to live in Mexico he must trade his land in Oklahoma for land in Mexico. He told him his land in Oklahoma was worth \$10,000, but that he could not get money for this land, but could only trade it for land in Mexico. That he signed no deed or other paper at Eagle Pass, Tex., in March, 1906, but had prior to that time touched the pen for Mr. Bentley to make his mark to a paper that he supposed was an agreement to trade his Oklahoma land for land in Mexico. That this was done at the camp near Muzquiz, and at the time Mr. Bentley gave \$200 Mexican to him. That he has not sold his land in Oklahoma, and will not do so, but will trade it for land in Mexico. That he has as yet received no money or land in Mexico, but will be satisfied if Mr. Bentley will do as he agreed. That he don't want to do anything about it until he sees what Bentley is going to do. That he don't want, at this time, to take any action in the matter, as it might hurt him, and that Bentley would get mad. That if Bentley don't carry out his contract, then he wants something done about it. That he has no written contract with Mr. Bentley as to just what Bentley will do in this matter.

These statements are substantially the same as made to special inspector Dickson a year ago, when he was in Mexico.

All of these 7 Indians are uneducated, ignorant Indians; can not read or write, and can talk but little English, and are just the kind of characters as to be easily imposed upon and defrauded by any designing person who would be able to influence them either by getting their confidence or by placing them in fear or duress.

It is evident from the statements of the Indians that none of them intended to sell their Oklahoma lands, but did intend to trade them for lands in Mexico.

In nearly every case Bentley, at the time of signing the deed, gave the Indian a small amount of money, but not in payment for his land. These Indians are, and were at that time, in destitute circumstances, and a small amount of money would be a sufficient inducement to get them to sign almost any paper, and especially would this be true where their knowledge of its terms was obtained from the statements of one desiring to obtain the signature. Such person, as was the case here, could make any representation he saw fit to make, and the Indian could not and would not know its contents, except from such statement.

One can go among these Indians and procure the signature of many of them who can neither read or write, by paying them money, and they will at the time be satisfied with the statements there made as to the contents of the instrument signed.

Early in July one John Pecan and a few other Indians went to Eagle Pass, Tex., and after their return I had a conversation with John Pecan and others, and was told by them that they had not sold their land. John Pecan stated that Bentley had loaned

him \$29 Mexican money to pay a debt which he owed the one-armed merchant at Muzquiz.

Two or three days after this loan was made to Pecan a deed was filed in the office of the register of deeds of Cleveland County, Okla., conveying the N. $\frac{1}{4}$ sec. 13, T. 9, R. 1 E., John Pecan to W. W. Ives. The deed appeared to have been acknowledged on the 3d day of July, 1906, before W. A. Bonnet, at Eagle Pass, Tex., and was filed for record July 11, 1906, and the consideration was set out in the deed as \$1,000.

In this conversation Pecan stated to me that he had not sold his land, but that he had refused to sell, and had signed no deed for Bentley or anyone else.

I had learned of the filing of the deed, and when I told him what had been done and asked him if he would make a written statement of the matter, he replied, "If you will pay me \$10 you may prepare the statement, and I will sign it."

This I refused to do, and he did not sign the statement.

He also stated at that time, by paying a little money I could get any paper signed by these Indians, as they would not know what it contained. He said they signed papers all the time for Bentley and did not know what they were. This John Pecan is a brother of Anna Pecan, the Shawnee Indian woman commonly known as Mrs. Bentley. There is a certificate or statement attached to all but one of these deeds which reads as follows:

"John Mine, being duly sworn, on oath says, "I speak the English and Mexican Kickapoo languages, and I made the contents of the within deed known to (name of grantor) before they executed the same."

"JOHN MINE (his x mark)."

Witnesses to mark.

E. M. OSTRUM.

HIRAM BOND.

"Sworn to and subscribed before me this 7th day of March, A. D. 1905.

"W. H. BONNET,

"Notary Public, Maverick County, Tex."

The signatures to the deeds are, all but two, witnessed by W. H. Bonnet and H. M. Fennell.

This John Mine is a dissolute, drunken Indian, who, if he enjoys any sober moments, does so at times when he is in retirement, and he can neither read nor write, and it would necessarily follow that he could only explain to the Indians the contents of the deeds as they were explained to him by Bentley or some one else. He would be as easily fooled as any other Indian, and as he is Bentley's constant companion and helper, am forced to conclude that John Mine is used absolutely by Bentley to do his bidding, which he does readily and constantly, with no knowledge as to what he is doing, except what Bentley tells him. Mr. Bentley has shown by his opposition to having his transactions with these Indians known to the Government that he has not acted honestly and in good faith, neither to the Government or to the Indians. His statements to the Senate committee are at variance with the facts in many parts of it, and notably in reference to the title of the land purchased in Mexico and to the amount paid for the same. These statements could not have been made thoughtlessly or without knowing their falsity. Also his representation and statements to the Mexican authorities, the Indians, myself, and others, that the United States Government had sent him to Mexico to pay lease money and land money and take general charge of the Indians, were made by him deliberately and premeditatedly, knowing them to be false. The procuring of the order excluding Mr. Thackery and myself from communicating with the Indians was based upon false statements, because we had not been to the Indian camp up to the time the same was made. Mr. Joe Clark, a reputable gentleman, who resides at Shawnee, Okla., and who was formerly in the Government service, and connected with the Indian Department under Bentley, says: "I was with Bentley when the first Indians removed to Mexico, and Bentley used every effort, even before he was removed as agent, to induce these Indians to go, by telling them that they would not be molested there, but could live in the old Indian way, and that they would not be governed by any laws except those of their own making; that if they remained in the United States their children, and more especially their boys, would be taken away from them and sent to school, and eventually would have to go in the Army; that Mexico was a good country, and game was to be found in abundance.

That Clark and Bentley were to be partners and were to divide all profits arising out of the location of these Indians in Mexico. That about one year ago, when it became evident that these seven pieces of land could be transferred, Mr. Clark advised the entering into a contract or agreement so that there could be no misunderstanding

about the matter with the Indians. Mr. Bentley replied, "We will not do that, but we will go ahead and get these deeds and after we get through we will give them what we don't want." Clark says he protested against this manner of procedure, but Bentley said, "No; we will just go ahead and when we have got through with this we will give the Indians what we don't want, and they can not do anything about it." Clark said he would have nothing more to do with it unless there could be a contract made to this effect. This he refused to do, and Clark withdrew from the enterprise. The three Indians, to wit, O ke mah, No ten Kish ke nec quote, who, with the assistance of Wah pe che quah, do more to keep these Indians in complete subjection to the will of Bentley than all other influences combined, have deeded all their property to Ives and Mrs. Ida B. Bentley, and are now wholly at the mercy of Bentley so far as getting the actual necessities of life go. They, too, are on the council, and, as I have said heretofore, largely control the actions of the Indians. At any time one of these Indians fail to comply with the demands of Bentley they are taken to task in such a manner that they readily comply with these demands, even though it is against their desire. I here attach the copies of statements of several Indians, indicating the manner and character of Bentley's great influence over them, and also submit originals marked (Exhibit No. 5).

The statements are as follows:

Statement by Chaw ko sot, on June 5, 1906, at Muzquiz, Mexico.

I have lived in Mexico for four years. Have an allotment of land near Shawnee, Okla. M. J. Bentley asked me to sign deed for my land to him on June 3 and 4, 1906, at the Kickapoo camp near Muzquiz, Mexico. I refused to sign deed and he told me if I did not sign the deed he would put me in jail and keep me there until I did sign the deed. Bentley did not offer to pay me for the land. Bentley had all the Indians at our camp on Saturday, June 2, 1906, called together, and he made a speech in which he stated that all of the Indians must sign deeds to him for their lands in Oklahoma or he would put them all in jail. He did afterwards have several arrested and put in jail.

CHAW KO SOT (his x mark).

G. A. OUTCELT.

L. C. GRIMES.

MUZQUIZ, MEXICO, June 5, 1906.

Statement of Puck ke shin no, a Kickapoo Indian, a resident of Mexico for two years last prior to this date.

I own 80 acres of land near Shawnee, Okla. T. I have lived with the Kickapoo Indians near Muzquiz, Mexico, for two years. I came because my father urged me to come to Mexico. M. J. Bentley told me on June 3, and 4, 1906, at the camp, he wanted me to sign a deed for my land in Oklahoma, and when I refused he ordered me to leave Mexico at once or he would have me arrested. Bentley had already had Etha Douglass, Steve Mohawk, Henry Murdock, Mack Johnson, Chaw ko sot, and Ah ne she nen ne arrested because they refused to sign deeds for their lands in Oklahoma to him. He told me I must either sign the deed or leave Mexico or go to jail. He did not offer to pay me any money for two years, but did not say how much. Bentley made Mack Johnson leave without his family by threatening to keep him in jail, as he was then in jail.

PUCK KE (his x mark) SHIN NO.

G. A. OUTCELT.

L. C. GRIMES.

Statement of Ta pah she, made at Muzquiz, Mexico, June 6, 1906.

I am a Kickapoo Indian and my name is Ta pah she; I am a married man; I am acquainted with Martin J. Bentley; I saw him last evening, June 5, 1906, at our camp near Muzquiz; he told me he wanted me to sign a deed for my allotment near Shawnee, Okla., and when I refused he said if I did not sign he would have me arrested and thrown in jail; he said he would keep me at Muzquiz until I did sign; he made no offer to pay me anything for my land; I laid out in the woods last night for fear he would have me arrested as he had several other Indians arrested prior to that time.

TA PAH (his x mark) SHE.

GEO. A. OUTCELT.

JOSEPH CLARK.

Statement of Homer Anderson, made at Muzquiz, Mexico, June 11, 1906.

My name is Homer Anderson; I am a Kickapoo Indian and I live in Mexico. I am 24 years old and married. I am acquainted with M. J. Bentley and W. S. Field; they have been at our camp most of the time for the last several days. Bentley wanted me to sign some paper. I was not told what kind of an instrument he wanted me to sign. He just sent Johnny Mine to me requesting my signature to this paper. I refused to sign. Then he sent Wah-pe-che-quah to me with the same request. I again refused to sign. Bentley then sent a Mexican policeman, who arrested me and took me to Bentley. Bentley told me, when I refused to sign my name to this paper, that he would send me to Muzquiz with the policeman and put me in jail. He also said that he would make me walk all the way to Muzquiz if I did not sign. I finally signed the paper for Bentley while under arrest. He did not explain, and I did not know what the paper was. This was done some time last week. Bentley also told me I must not visit or talk to G. A. Outcalt or any other white man from Oklahoma. He also told me that he was going to send my name with others to Eagle Pass, Tex., and if any of us tried to leave Mexico he would have us arrested and brought back. He arrested a large number of other Indians and forced them to sign these papers for him, who did not know what they were signing. I did not know what I signed. I have been afraid to talk with anyone about this matter. Bentley has been living with a Shawnee Indian woman named Anna Pecan. Her tent is about one-half mile southeast of the village, and he has been living with her in the same tent away from the camp of the other Indians.

HOMER ANDERSON.

JOSEPH CLARK.

G. A. OUTCALT.

Statement of Ah ten ye tuck, made at Muzquiz, Mexico, June 11, 1906.

Statement of Ah-Ten-ye-tuck, made at Muzquiz, Mexico, June 11, 1906.

I am a Kickapoo Indian and live in Mexico, near Muzquiz. I am married and my wife's name is Quah toquah. She lives with me here in Mexico. I am acquainted with M. J. Bentley and W. S. Field. Johnny Mine came to me last week and asked me to go to Bentley and sign a paper. He also said for my wife to go and sign this paper. We both refused to go. Wa pe che quah then came to us and wanted us to go to Bentley and sign this paper. We again refused to go. A Mexican policeman then came and arrested myself and wife and took us to where Bentley was. Bentley then told us if we did not sign the paper for him he would send us to Muzquiz and put us in jail. Said he would make us walk all the way to Muzquiz. My wife and myself finally signed the paper for Bentley. We did not then and do not now know what the paper we signed was. We did not want to sign this paper, but did so because we were afraid Bentley would put us in jail as he said he would do. He had prior to that date arrested several of the Indians and put them in jail at Muzquiz and made some of them work on the streets under guard of the police. He also arrested quite a number of other Indians and made them sign their names to this paper. He told me I must not talk to George A. Outcalt or any other white man and must not leave Mexico or he would arrest me and bring me back and put me in jail. He made the same statement to my wife.

AH TEN YE (his x mark) TUCK.

G. A. OUTCALT.

JOSEPH CLARK.

Statement of Mack Johnson, a Kickapoo Indian, made at Muzquiz, Mexico, June 22, 1906.

My name is Mack Johnson. I am married and live with my family at the Indian camp near Muzquiz, Mexico. I have an allotment of land near Shawnee, Okla., United States of America. I know Martin J. Bentley and W. S. Field. On or about June 4, 1906, I was at the Central Hotel, at Muzquiz, Mexico, talking with W. C. Grimes and other white men from Oklahoma Territory, when M. J. Bentley came with policemen and forcibly took me from the room of these white men and carried me to the Kickapoo Indian camp near Muzquiz, Mexico. I did not want to go with them, but they forced me to go. We went in Bentley's carriage. Bentley and one policeman rode in the carriage. They let me stay at my camp that night, but Bentley told me I must not leave camp. It was near night when we reached there.

The next morning a policeman came to my camp and said Bentley wanted me to come and sign a paper for him, I said, "No, I will not sign." The policeman then left me. The policeman returned again, and I again refused to sign the paper. The policeman left again, and in a short time he again returned with Roman Galan's man servant. They took hold of me, one on each side, and forced me to go to where Bentley was. When I reached there I refused to sign the paper. The policeman had hold of one of my arms and Galan's servant a hold of my other arm. While holding me in this position, Galan's servant struck me on the head with a large pistol. My wife and several of my female relatives were there, excited and crying, so I signed the paper Bentley wanted me to sign. They did not read the paper to me, and I did not know what it was, but supposed it was relating to my land. I did not want to sign this. He told me I must not talk to L. C. Grimes. He also told me I must not leave Mexico; that in case I left Mexico I could not return to Mexico, but would have to stay away from here.

MACK JOHNSON.

Statement by Pa pea thep pea, a Kickapoo Indian, made at Muzquiz, Mexico, June 26, 1906.

I am a Kickapoo Indian, and live in Mexico with my family. I came to Mexico from the Territory of Oklahoma, United States of America. I have an allotment of land near Shawnee, Okla. I am acquainted with M. J. Bentley and W. S. Field. That on or about June 4, 1906, I was in my tent at our camp near Muzquiz when Wah pe che quah came to me and asked me to go to Bentley and sign the paper for my land. I did not go and sign the paper. John Pecan then came and said, "Bentley wants you." Bentley wanted me to sign the paper. I told John Pecan to tell Bentley I was not going to sign the paper. Noten then came, and seemed to be mad, and I told him I would not sign. Then a Mexican came to me carrying a "six-shooter," who grabbed hold of me by the arm. He pushed me ahead of him and made me go to where Bentley was. Bentley asked me if I would sign. He said there are two roads here. Bentley asked me which I wanted to sign, and I told him I did not wish to sign either one. Bentley said, "Where are you going to live if you do not sign these two papers?" He designated one paper and said if I wanted to stay in Mexico I must sign this paper, but if I did not want to stay I might sign the other. I touched the pen for him, and I do not know what I made my mark to. Bentley then said, "We will all be friends now." I did not then and do not now know what this paper was, but understood at the time that it was about my land in Oklahoma. Bentley did not offer to pay me anything for my land.

PAH PEA (his x mark) THEP PEA.

Statement made by Wah theck ko na hah, July 21, 1906.

I am a Kickapoo Indian, and I live near Muzquiz, Mexico.

I went to Eagle Pass recently, and I saw Mr. Martin J. Bentley. W. S. Field was there. Bentley offered to loan me some money—I did not ask for any money. Bentley handed me \$750 while I was in bed at the hotel. The Hotel Reogrande is the name of the hotel. Bentley told me not to sell my land, but I could pay him back sometime. I signed two papers there at that time; there was no else present except Ida B. Bentley, Roman Galan, John Mine, and two other Indians. I do not know what I signed, but did not knowingly sign a deed for land in Oklahoma. I am reliably advised that the paper signed was a deed for my land. I want the United States to bring suit in my name to set aside said deeds or deed for the reason they were fraudulently obtained, and I want the court to appoint a guardian for me for the purpose of bringing this suit, and I here give him full power and authority to bring said suit and do all things I could do to prosecute said action to final determination.

I had been offered \$10,000 for my land. Bentley told me I could not sell my land without going to court, and he (Bentley) would make the application to sell.

WAH THECK KO NA HAH.

G. A. OUTCELT.

WILLIAM MURDOCK.

Statement of Ah kis kuck, made at Muzquiz, Mexico, July 21, 1906.

I am a Kickapoo Indian. I live at Indian camp, near Muzquiz, Mexico. I have land in Oklahoma. I was at Eagle Pass, Tex., recently, and saw Mr. M. J. Bentley. W. S. Field, Mrs. Bentley, Roman Galan, and others were present. Bentley gave me \$200 American and \$300 Mexican and said he had just loaned it to me. I signed a paper then at the time. I did not know what it was. I did not sell my land to Bentley or anyone else. I am now told that I signed a deed for my land, and if so, I was misled into signing the deed. The deed was obtained from me fraudulently. I can not talk or read the English language. I want Joe Clark appointed my guardian to bring suit for me to set aside this deed. I want the United States to bring this suit for me in my name and I authorize my said guardian to do any and all things I could do to prosecute this suit to a full determination.

(his
AH KIS X KUCK.
mark.)

WILLIAM MURDOCK.
G. A. OUTCELT.

By examining the last statements made it will be seen that Mr. Bentley controls the actions of these Indians by force and fraud whenever necessary to accomplish his designs, and in doing so he seeks and obtains opportunities where a majority, if not all, witnesses present are his friends. This is evidenced by his dealings with Wah theck ko na hah at Eagle Pass, Tex., on July 7, 1906, where he obtained a warranty deed from this Indian to W. W. Ives for the W. $\frac{1}{4}$ NE. $\frac{1}{4}$ and the E. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 24, T. 10 N., R. 3 E., in Pottawatomie County, Okla. He went to the hotel where the Indian was stopping and took with him Roman Galan, Ida B. Bentley, his wife, and John Mine, his drunken interpreter, and then advised Wah theck ko na hah not to sell his land, giving him at the same time \$750 Mexican money, and presenting some papers to sign, and telling him he could pay back the money sometime. W. A. Bonnet was not present, but on July 11, 1906, a warranty deed was filed in the register of deeds office, Pottawatomie County, Okla., conveying this land to W. W. Ives. The deed appears to have been acknowledged before Bonnet, on the 7th day of July, for an apparent consideration of \$1,000. This land is said, by persons acquainted with it and who know its value, to be worth not less than \$10,000 in gold.

Again, on July 5, 1906, at Eagle Pass, Tex., Bentley, in company with W. S. Field, Roman Galan, and Mrs. Bentley, gave Ah kis kuck, an Indian, \$200 in American money and \$300 in Mexican money and told him he was just loaning it to him. The Indian signed a paper at that time. On July 9, 1906, two warranty deeds were filed for record in the office of the register of deeds of Oklahoma County, Okla., dated July 5, and acknowledged on same day, before W. A. Bonnet, notary public, Maverick County, Tex., conveying to Ida B. Bentley lots 1 and 2 and the NE. $\frac{1}{4}$ sec. 6, T. 12 N., R. 1 E. in Oklahoma County, Okla. These deeds convey the allotments of Ah kis kuck and his wife, Pah nah kith tho, and appears to have been signed by both. The consideration set out in each deed is \$1,000.

Wah theck ko na hah and Ah kis kuck both state that they did not sell their land, and that the money given them by Bentley was understood to be a loan, and was so stated by him.

In the case of Wah theck ko na hah, he says Bentley told him not to sell his land, and that he could not sell without going into court. This statement is explained from the fact that Wah theck ko na hah only claims an interest as an heir in one of the 80-acre tracts described in this deed of conveyance. They both state that Ida B. Bentley, wife of M. J. Bentley, W. S. Field, a lawyer who has been assisting Bentley in all matters connected with these Indians, and Roman Galan and John Mine were all present when the money was paid and when the papers were signed, but do not seem to be able to name any other parties who were present.

This Roman Galan is a Mexican, who has lived at Muzquiz, Mexico, for a number of years, and who ran a mercantile business on a small scale there. He is said to have been in exceedingly poor circumstances financially until he went to trading with these Indians. He has now gone out of the mercantile business and seems to put in all his time assisting Mr. Bentley rob these Indians. As an illustration of his manner of dealing with them I learn that something over a year ago a certain Nacimiento Indian woman by the name of Wah tha be quah, had in the hands of Mr. Frank A. Thackery, superintendent and special disbursing agent, \$6,000, which had been paid for her interest in certain land in Oklahoma, to which she was an heir. It seems she had nothing to do to come into the actual possession of this money except to present

herself to Mr. Thackery at his office, establish her identity, and sign the necessary receipt for the same. She lived in Mexico and Roman Galan made a contract with her that he would come to Shawnee, Okla., and assist her in the collection of the money and she was to pay him the sum of \$1,000 for his services. They came to the agency and Mr. Thackery paid her the money. They then went to Shawnee, and while in the First National Bank there this Indian woman delivered to Roman Galan all of the \$6,000; this was done in the presence of W. L. Chapman, the cashier of the bank. Chapman lives at Shawnee and told me of the circumstance.

While I was in Muzquiz, Mr. Alberto Guajardo, the chief politico, told me that this Indian woman had made complaint that Galan had never returned any part of this money to her, and that the only evidence that she had from him of the indebtedness was Galan's receipt for 5 cents. Mr. Pablo Rodriguez, and a gentleman of high standing in Muzquiz where he resides, informed me that this old Indian woman made these statements to them, and that they saw the receipt for 5 cents given her by Galan.

The chief politico wanted me to prosecute Galan in the Mexican court by suing him for debt, and as one may be imprisoned in a suit of this kind, he thought we would compel Galan to pay back the money. This woman not being an American Kickapoo Indian, I refused to take any action in the matter.

That the \$6,000 was paid to her the records of the Indian Department will show; that Galan received the money in the First National Bank building of Shawnee, and that she holds the receipt signed by Galan for 5 cents is beyond doubt true; and she says that no part of the money has been returned to her.

On July 11, 1906, while at Eagle Pass, Tex., this same Galan wrote a letter to his brother at Muzquiz, of which the following is a copy:

"BORDER NATIONAL BANK,
"Eagle Pass, Tex., July 11, 1906.

"MR. JUAN JOSE GALAN, *Muzquiz, Mexico.*

"DEAR JUAN JOSE: It makes it necessary that you should speak personally with O ke mah and other Indians and make them understand that everything Guajardo tells them is a lie, and not to mind him in absolutely nothing. Also they should not compromise themselves with the Shawnee wolves, because they have no other view except to rob the poor Indians. Fortunately these animals, up to date, haven't been able to fool more than two or three Indians, who are now sorry they have been so miserably deceived. It is needless to discuss that the only person who is able and who does protect the interest of all Indians is Mr. Bentley, who, among other projects, has the very important one of buying considerable land for these Indians when they will live contented with their families and caring for their animals. It will be necessary for you to ask them to inform you, as they have already been told by the last council directed by Wah pah che quah. A few days ago the young man partner of Mr. Fields left here for that place on a commission directed by Mr. Bentley, and Mr. Bentley and I recommend him to you and ask you to help him and advise him in every way possible to the best of our advantage in the work that has been recommended to him. I expect you to keep on writing everything new that happens relating to the Kickapoo Indians. I also recommend you to do all you can, so that these friends may come and sign the papers and receive some sums of money that are here in the Border National Bank for them.

"As ever, your affectionate brother,

"ROMAN GALAN."

The original copy of the letter and translation is marked "Exhibit No. 6" and submitted herewith.

Guajardo, mentioned in this letter, is the chief politico and the officer directed by the governor of the State of Coahuila to assist me. This letter follows out the plan of Mr. Bentley to keep fresh in the minds of the Indians that he (Bentley) was going to buy them lands in Mexico, and that they were not signing deeds when they signed papers at Eagle Pass, for Galan asks his brother to do all he can to induce these Indians to come to Eagle Pass and sign papers and get some sums of money that are in the Border National Bank for them. They had been told that Bentley would pay them money that had been held by the Government for their surplus lands, and would also pay the lease money at this bank. This letter absolutely bears out the statement of these Indians that they did not know they were signing deeds for their lands in Oklahoma.

The young man referred to in this letter as the partner of Mr. Field is the E. P. Earney of whom I have spoken heretofore. He appeared at the office of Eduardo Elizondo, the notary public who had taken the acknowledgment of Celedonio Galan

to the deed or contract with Bentley for lands in Mexico on July 16, and there stated that he had been sent by Mr. Bentley to object to the delivery to me of a copy of this deed. Celedonio Galan is a brother of Roman and Juan Jose Galan, and Juan Jose Galan would undoubtedly be a suitable person to influence Celedonia to refuse to deliver a copy of this deed into my hands, as he did do. This letter, in connection with Bentley's statements to me that I could get no copy except at the Border National Bank, Celedonio Galan's refusal to deliver it to me, and Earney's appearance at the notary's office and objection in Bentley's name, taken together, show conclusively that Bentley did not intend, if he could prevent it, to allow me to procure a copy of this instrument, and all opposition and delay in procuring such copy was directly due to Mr. Bentley's opposition.

W. A. Bonnet, the notary public and president of the Border National Bank, and the son of John T. Bonnet, vice-consul at Ciudad Porfirio Diaz, is an assistant of Bentley in dealing with these Indians.

This is proven by the statement of John Pecan, Wah theck ko na hah, Charles White, and many other Indians, and also by his letter of June 2, 1906, to Senator Teller, published in the Congressional Record, June 18, 1906, on page 8945, which letter reads as follows:

EAGLE PASS, TEX., June 2, 1906.

HON. H. M. TELLER, Washington, D. C.

DEAR SIR: I am just in receipt of a letter from Mr. Martin J. Bentley, who is now at Muzquiz, Mexico, who says that Mr. Thackery and the United States district attorney have been to Monclova, Mexico, and say they have examined the records and find no transfer of six days of water, etc., to Martin J. Bentley. I will say that there are now, and have been for several months, in our vaults the following papers:

A contract of sale from Celedonio Galan to Martin J. Bentley.

A written opinion from Lic. Garza Castillion (a Mexican lawyer) that the said deed is a valid one.

An agreement from Mr. Bentley, properly acknowledged, that he will deed to certain Indians the above land when he makes final payment on same.

The deed from Celedonio Galan to Mr. Bentley is "registered" in the office of Eduardo Elizondo, a notary public at Muzquiz, Mexico, which is all that is required under the Mexican laws to pass title to land. They have no officer designated as a clerk of records, but deeds, etc., are registered (equivalent to our recorded) in the office of a notary public duly authorized to register public documents. Had Mr. Thackery or the district attorney asked us, we would have shown them the deed and would have also taken pleasure in explaining to them where they could find it recorded in Mexico.

We believe the papers are good beyond question, and we did not pay out any of this money until we got the certificate above mentioned from Mr. Garza Castillion that the papers were in order.

I will say that Mr. Garza Castillion is one of the best-known lawyers in northern Mexico, and his opinion is accepted by all regarding land matters in that country.

Yours, very truly,

W. A. BONNET, President.

He was not present when Wah theck ko na hah signed the paper, which afterwards proved to be a warranty deed for his land and appeared to have been acknowledged before Bonnet.

Charley White and John Pecan state that on the night of June 26, 1906, they left the Indian camp with Wah pa che qua quah and Nash ah che thot in Bentley's coach and went to Sabinas; that they reached there the next morning in time to catch the train; that Mr. Bentley's clerk told Pecan that if he and White would take Wah pe che qua quah to Eagle Pass he would give each of them \$5 in Mexican money; that when they reached Sabinas W. A. Bonnet met them there and paid for their tickets to Eagle Pass. As soon as the train started Bonnet asked Pecan for papers to land, and he asked Wah pe che qua quah for the papers and they were delivered to Bonnet. When they reached the point on the river between C. P. Dias and Eagle Pass where the train stops for the customs officers to inspect baggage of passengers Bonnet stepped up to Wah pa che qua quah with papers and held out a pen and she touched it. This paper was evidently a warranty deed for her land near Shawnee to W. W. Ives. According to the statement made to them by Wah pe che qua quah soon after, Bonnet paid her \$250 Mexican when they reached the bank.

The valuation placed on this land by competent judges is \$5,000. In the letter referred to Bonnet says, "We believe the papers are good beyond question, and we did not pay out any of this money," etc. He also tries to state the law governing the

transfer of lands in Mexico, but fails to state it in full. As I have said heretofore, this officer before whom these acknowledgments are taken keeps the original instrument, and if acknowledged before a notary public he would have the record in his office. There is a recording office known as the land office provided for by law for the recording of all instruments conveying land in that recording district.

If a grantee fails to record his deed within fifteen days after execution, should the grantor sell to a third party, who takes without notice of the former sale, he will be protected in his purchase. The first conveyance would be valid if not recorded as between the grantee and grantor in the absence of a subsequent sale to third parties. This is the law as given me by the district judge for the State of Coahuila and by the judge of the first court of letters for the Monclova district.

The conduct of Mr. Bentley in his attempt to prevent the procuring of a copy of this deed probably explains his failure to record the instrument as required by law. This notary public having the only record, and he being in the employ of Bentley as his attorney, Bentley would have a better chance to keep its terms from becoming known to other parties.

As I have heretofore stated, Bentley while in Muzquiz had his office at Roman Galan's place of business.

I here present a letter sent me by Mr. Frank A. Thackery, together with inclosure from him, and statement by Tom Smith, which are marked "Exhibit No. 7."

This letter is certainly a forgery, as this Tom Smith purporting to have signed the same can neither read nor write. He says he never saw this letter and never authorized it to be written by anyone. The Indian girl therein mentioned has an allotment near Shawnee, and it seems that it was desired that she come to Mexico, probably so that she could convey this land. The superintendent of the Carlisle Indian School did not permit her to come, or at least she did not come.

This letter was written and mailed to said superintendent either by Bentley or Field or some one else in Bentley's interest.

That Tom Smith could not have written the letter is certain, and it is almost as certain that he authorized no one else to write it. This letter bears date June 10, and Bentley, Field, Earney, and, I think, Roman Galan were all at Muzquiz on that date.

On December 15, 1904, one Chester Howe, a lawyer, located in Washington, D. C., inclosed to the honorable Commissioner of Indian Affairs a letter written on one of the letter heads of Roman Galan, which letter reads as follows:

RAOMA GALAN, COMERCIANTE Y COMISIONISTA,
MEXICAN ART GOODS AND INDIAN CURIOSITIES,
Muzquiz, Coahuila, Mexico, December 6, 1904.

Señor CHESTER HOWE,
The Capitol of the America, Indian Attorney.

DEAR SIR: Myself and my son are writing to you for having you to see the Indian Affairs Commissioner at Washington. We signed a deed for the sale of the allotment of my son who died. It is that land in Oklahoma—the west $\frac{1}{2}$ NW. $\frac{1}{4}$ sec. of the sec. 33 in the T. 12, R. 2. E. I am about one hundred years old, and am helpless, and my son and wife must stay with me and care for me like I was a child, and I want you to tell the Commissioner about it, and have our money sent to the Border National Bank, at Eagle Pass, in the State of Texas, United States of America. It would cost my life to come to Oklahoma for my money, and if I don't get it in there at Eagle Pass I can never be the receiver of my one-third part of the money. My daughter Kah ke ne pea lives in Shawnee, Okla., and she wants to receive her money there. I am the oldest living Kickapoo, and through you I send very much respect to the Commissioner of Indian Affairs.

I am, with much respect,

WE HA NI HA (her x mark).
NOTEN (his x mark).

Witness to mark:
JOHN YOUNG.

I herewith submit said original letter, together with 21 papers relating thereto attached, which, with attached papers, is marked "Exhibit No. 8."

Wah ha ni hah and No ten both stated to me, as they did to Special Agent Dickson, that they knew nothing of the writing of this letter, and this is corroborated by the admission of Mr. Bentley to Joe Clark, and the identity of the writer is also disclosed. Mr. Clark, in a sworn statement, which is attached to and made a part of Exhibit No. 8, says that on the same day that this woman denied to Mr. Dickson any knowledge of this letter, Mr. Bentley stated to him: "Of course she did not

write it; I wrote it in Chester Howe's office in the city of Washington, and Howe took it to the Commissioner of Indian Affairs and there represented that it had been written at Muzquiz." He also explained to Clark that it was his custom to write letters whenever it suited him to do so and sign the names of the Indians thereto himself. It will be observed that nearly all of these Indians sign their name by mark, and this fact enables Bentley to successfully do this sort of business without detection. He always has some one to witness the signature besides himself.

By means of this letter and the representations of Mr. Howe, his attorney, he succeeded in inducing Colonel Larrabee, the then Acting Commissioner of Indian Affairs, to direct Mr. Thackery to pay this woman the sum of \$386.60 through the Border National Bank, of Eagle Pass, Tex. The receipts attached to Exhibit No. 8 show that the money was actually paid by Mr. Thackery, as directed by the Commissioner.

This letter is a plain forgery, and that Mr. Bentley wrote it and signed it is conclusively shown by the statements of the woman and admissions of Bentley.

These last two exhibits indicate Bentley's method of doing business with the Indians.

I here present another letter from the chief politico at Muzquiz, with translated copy, and marked Exhibit No. 9.

The letter reads as follows:

MUZQUIZ, August 25, 1906.

MR. G. A. OUTCELT,
Oklahoma, United States of America.

MY DEAR FRIEND: IN answer to your letter of the 14th instant, I manifest to you that before the officers under my charge was present some time ago an Indian woman of the name of Anna Pecan, claiming to be the wife of Mr. Martin J. Bentley, and soon after came an American woman before the city mayor, whom I did not know, claiming to be the legal wife of Mr. Bentley.

I did not know which of these two women was the right wife, but both women used to be in the same Indian camp.

Yours, truly,

L. A. GUAJARDO.

It appears in the report of Mr. Dickson made a year ago that this woman, Anna Pecan, claimed to be his wife, and Bentley, on account of this charge and others, brought suit in the district court of Pottawatomie County, Okla., against Mr. Charles H. Dickson and Mr. Frank A. Thackery for \$200,000 damages for slander or libel, and the case is now pending. This is another example of his character and mode of procedure.

He has since the Dickson report not ceased his relations with this woman, but made her tepee his lodging place while at the camp. He admitted to Doctor Beatty that he made her camp his stopping place. (See Exhibit 10.) She openly claimed to be his wife and when he left Mexico she soon followed him to Eagle Pass and when he came to Oklahoma she also came.

I here call attention again to Mr. Bentley's testimony before the Senate committee given on March 22, 1906, as shown by the record, page 16. He there states that the lands bought in Mexico were purchased in the name of Oke mah and are held for all the others by their request.

I here submit certified copy of the deed or contract showing the lands bought in Mexico, together with its translation, and mark the same "Exhibit No. 11." This is the deed or contract which Bentley deemed best to keep all parties in ignorance as to its contents, and more especially the Government. He sent Earney from Eagle Pass, Tex., to Muzquiz and Earney appeared at the office of Elizondo on July 16 and objected to this copy being delivered to me, and stated he was sent by Bentley to object to its delivery to me.

I here submit tabulated statement of all deeds filed in Pottawatomie County, Lincoln County, and Oklahoma County, Okla., since the passage of the act of June 21, 1906, and mark same "Exhibit No. 12."

In addition to the transfers shown by this exhibit Ives procured on July 3, 1906, a deed from John Pecan for the N. $\frac{1}{2}$ sec. 13, T. 9 N., R. 1 E., I. M., Cleveland County.

Ives also received a deed from one Charles White on the same day for other land in Cleveland County. White and Pecan both stated to me that no money was paid them for their land and they had not sold it. On examining this statement it will be observed that Ida B. Bentley and W. W. Ives have received since June 21, 1906, deeds for 45 pieces of land in these three counties and two pieces in Cleveland County.

The Indians are grantors in all these transfers. Thirty-nine of the acknowledgments were taken before W. A. Bonnet, notary public and president of the Border National Bank of Eagle Pass, Tex. At the time of taking these 47 deeds Mr. Bentley seems to have forgotten the suggestions of Senator Gamble made to Bentley, and con-

ceded by him, that these deeds should be trust deeds. All the 47 deeds are warranty deeds and the printed form of each deed is similar to the one I here present and marked "Exhibit No. 13."

This list of 47 includes deeds retaken for the 7 pieces of land deeded in March, 1905, all of which are warranty deeds.

I also submit certified copy of court record of proceedings of Mexican court against Bentley and mark the same "Exhibit No. 14." This exhibit is in Spanish and not translated, as I did not get this copy until July 26, and as my interpreter had left Muzquiz, and I did not have time to have it translated before leaving there for Oklahoma.

On July 28, 1906, J. T. Bonnet, vice-consul at Ciudad Porfirio Diaz, was at Muzquiz, Mexico, and took about 40 of the Kickapoo Indians with him on the train. He claimed to have an order from United States Consul Martin to subpoena and bring a lot of these Indians to Ciudad Porfirio Diaz to be used as witnesses in some kind of an examination before the consul.

They reached Ciudad Porfirio Diaz on the 29th day of July, which was Sunday.

They did not stop at Ciudad Porfirio Diaz, where the consul has his office, but crossed the river to Eagle Pass and was taken and kept there until the 31st of July or later.

On examination of Exhibit No. 12 I find that on the 30th and 31st days of July, 25 out of 47 deeds to Mrs. Bentley and Ives were acknowledged before W. A. Bonnet, at Eagle Pass, Tex.

Mr. Thackery and myself had been advised that Mr. W. A. Bonnet, of the Border National Bank of Eagle Pass, Tex., and his father, Vice-Consul J. T. Bonnet, of Ciudad Porfirio Diaz, were interested with Mr. Bentley, in the matter of procuring deeds from these Indians for their Oklahoma lands. When we first went to Mexico we were satisfied that the Bonnets were interested with Bentley, either through friendship or otherwise, to such an extent that we could expect no assistance from them in the matter under investigation. Our conclusions in this were later shown to be correct.

In proof of this conclusion, I here submit affidavit of Russell Johnson, assistant cashier of the State National Bank of Shawnee, Okla., and mark the same "Exhibit No. 15."

I also call attention to the letter written by W. A. Bonnet to Senator Teller and published in the Congressional Record, dated June 18, 1906, and printed on page 8945, which letter is copied in this report on pages 57 and 58.

I also call attention to the 25 acknowledgments to deeds taken by W. A. Bonnet on July 30 and 31, after these Indians had been taken by J. T. Bonnet from Muzquiz, Mexico, to Eagle Pass, Tex.

I saw Mr. Bonnet at Muzquiz on July 28, and I left on the same train with him, and I personally know that he had a letter with the name of L. A. Martin signed to it, directing the presence of the Indians at Ciudad Porfirio Diaz. He showed me this letter. I know personally that they crossed the river and were at Eagle Pass on the 30th of July. I saw many of them at and about the Border National Bank. I did not go into the bank, but these deeds show conclusively what they were doing there. I left Eagle Pass on July 30, in the afternoon.

Whether these gentlemen had any financial interest in the enterprise or not I am unable to say, but that they have been very active in assisting Bentley in cheating these Indians out of their lands there is no doubt.

While at Muzquiz, at the request of Mr. Thackery, I paid about 35 of these Indians the lease money due them from their Oklahoma lands. I returned checks of 11 Indians who refused to take their lease money. I did not talk to a single Indian who had lease money due but who complained that they had been paid absolutely no money for the last two years, and some claimed they had had none in three years. For this reason the 11 refused to take their money. They expressed themselves as believing that the Indian department through Mr. Thackery had stolen it from them.

Mr. Thackery informed me that the lease money due them, except what he sent me to be paid to them, had all been paid. That part of it was sent to the Border National Bank, and part of it was paid at Eagle Pass by a Mr. George H. Blakelee, who was then in the service in the capacity of a clerk at the Shawnee Indian schools. These payments were made by check on the subtreasury at St. Louis. I find that no business man at Muzquiz except Roman Galan or at Eagle Pass except the Border National Bank would cash these checks for the Indians. Nearly all the Indians sign by mark, and to counterfeit a signature would be an easy matter, and Galan, Vacca, Bentley, or John Mine could identify the Indian as the payee in the check. These checks were, I think, all cashed by the Border National Bank, and in some way the Indian, if he is to be believed, was cheated out of the money.

I requested Mr. Thackery to send for these checks, but I have as yet not received them.

These Indians have not only been cheated out of their lands, but also out of their lease and land money as fast as it has been paid to them.

Mr. Bentley has been the leading character in these outrages against the Indians. He has them so completely under his control—a very large per cent through fear—that they are afraid to exert their rights, but ignorant of what they are doing they take his word as to the contents of any instrument as translated and interpreted by John Mine, a drunken dissolute Indian, who can neither read nor write and who because of his incapacity is wholly irresponsible.

Bentley's statement while on the witness stand and at other times and places and his mode of procedure in business transactions with these Indians and with the Government are in direct conflict with any theory of honesty or fair dealing that can be drawn from the facts.

When on the witness stand in Mexico, testifying at the investigation conducted by Special Agent Dickson, Bentley was asked in substance: If at the time the seven Indians transferred their Oklahoma lands any consideration money was paid for such transfers to any or all of them? This question he refused to answer. (See question 26 on Exhibit No. 16, and answers to same.)

At the same time and place he was asked whether the contract or agreement between him and the Indians with reference to the disposition of said lands was in writing or oral. He answered, "It was a private agreement." I suppose from that it was an oral agreement. Before the Senate committee he stated that the agreement was in writing and deposited in the Border National Bank, of Eagle Pass, Tex. According to his statements it would matter little whether the contract was in writing or oral or whether there was no contract, for, according to his statements, it is in his possession and under his control. The investigation and this record shows that the Indians have no knowledge of any contract and that the whole matter is exclusively with Mr. Bentley as to what shall or shall not be done with these lands. I here submit the questions and answers taken at the investigation by Superintendent Dickson, above referred to, and mark the same "Exhibit No. 16."

That Mr. Bentley, Mr. Field, Mr. Ives, Mr. Bonnet, Mr. Roman Galan, and Mrs. Ida B. Bentley have successfully for a series of years cheated and defrauded these Indians out of their property and lands is conclusively established by the records herewith submitted. I now offer a purported interview with Mr. Bentley, published in the Oklahoman September 5, 1906, and mark the same "Exhibit No. 17." It seems to have been the main object of Mr. Bentley's life for the last number of years to remove not only the Kickapoo Indians, but a large number of others to Mexico, that he and his associates might gain control of their real estate in the United States, and this newspaper article establishes the fact that any opposition to his plans would meet with his earnest disapproval. In his estimation the Government of the United States and all of its Departmental officers when they oppose his plans furnish him evidence of their corruptness. This article also, if Bentley is to be believed, furnishes proof that the Mexican Republic would be a most undesirable place for any person to choose for a home. He has gone before the Department, to the Senate committee, to the Indians, and for years has advocated the desirability of that location for these Indians, and after getting them—a large number of them—to locate there he now condemns the Government, its officers, its citizenship, and everything connected with it. In one regard he claims to speak from knowledge, because he says in this interview that he succeeded in bribing Mexican authorities, thus effecting his escape from the Republic. I think this interview, in connection with Mr. Bentley's statements and actions as disclosed by this investigation and shown by this report, is conclusive evidence of his dishonesty in connection with these Indians and the United States Government. I tried to get a statement of the publisher of the Oklahoman that this interview was correctly reported—that is, reported as given to the reporter by Mr. Bentley. I did not succeed in this. I then had Mr. John W. Scothorn, assistant United States attorney, interview Mr. Bentley in reference to the matter, and he stated to Mr. Scothorn that this interview was substantially as he gave it. Personally I did not get to see Mr. Bentley.

Mr. Bentley avoids the using of the names of any individual in this interview, and does so evidently with the purpose of escaping the possibility of having to defend a suit for criminal libel in the courts.

By comparing the statements made in this interview of September 5, 1906, with the statements made in the complaint filed in Mexico in May, 1906, there is found to be a great similarity.

The complaint made in May was made before Mr. Thackery and myself had reached the Indian camp, and among other things charged, "That a group of Americans presented themselves at the Indian camp, stimulating the Indians to drunkenness, run-

ning after their daughters, etc." This complaint was used as a charge against Mr. Thackery and myself, and, although false in every particular, Bentley seems to think it necessary to repeat practically the same charge in this interview. His purpose could only be to create a false impression with the Departments by discrediting myself and all other persons differing with him in his plan to cheat and defraud these Indians. There is no one acquainted with Mr. Bentley, his character, and his reputation for truth and honesty who would be surprised at any statement he would make relating to a subject in which he was interested, unless by mistake or accident he should happen to tell the truth.

I find, as a matter of fact, Bentley commenced to use his influence with these Indians while he was acting as agent for them, to induce them to remove to Mexico. That at that time and since tried to create a prejudice in their minds against the United States Government, and especially the Indian department, by representing to them that the United States had defrauded them in the treaty providing for the allotment of their lands and in the purchasing of their surplus land. That the United States has defrauded them in the amount to be paid them for said surplus and that their children would be forcibly taken from them, sent to school, and later forced into the military service. That to avoid these things it would be necessary for them to remove to Mexico, where they would be governed by only such laws as they would make and where game was to be found in abundance.

That he (Bentley) having "great influence" at Washington would be able to get the United States to pay to him for the Indians all money claimed by them and he would then turn it over to the Indians.

As soon as he succeeded in removing some of the Indians he began his operations to secure legislation removing the governmental restrictions to alienation of their Oklahoma lands.

That in the meantime he had organized a tribal government for the Indians in Mexico, which he could absolutely control and through its power control the entire number of Indians located there. That on March 7, 1905, he procured deeds from the seven Indians from whose allotments the restrictions had been removed by act of Congress of March 3, 1905. That the grantors in these deeds did not know at the time that they were executing deeds, but thought the lands were to be traded for other lands in Mexico.

That Ida B. Bentley and W. W. Ives were the grantees and the deeds were warranty deeds and not trust deeds.

That the aggregate consideration shown by the deeds is \$22,800, and the entire amount paid at the time of their execution was \$1,350, and according to the understanding of the Indians the separate sums making up this amount of \$1,350 were not paid as a part of the purchase price for the lands deeded.

That about April 1, 1905, W. W. Ives sold the SE. $\frac{1}{4}$ sec. 24, T. 10 N., R. 3 E. (being the land deeded by O ke mah and Thth e qua), to the Shawnee Townsite Company, a corporation, for the sum of \$39,000, and this amount is shown to be correct by a reference to the abstract of title here submitted and marked "Exhibit No. 18."

That \$22,500 was paid by the Townsite Company at the time of the purchase and a mortgage for \$16,500 was given to Mr. Ives to secure the payment of the balance of the \$39,000. This is also shown by Exhibit No. 18 and corroborates the statement of Messrs. Eggerman and Slover, president and secretary of the Townsite Company.

That in June and July, 1906, Mr. Bentley secured other deeds from six of these seven Indians for the same lands deeded in March, 1905. That the grantees in these deeds are Mrs. Ida B. Bentley and W. W. Ives, and the consideration shown is the same as in the deeds of 1905.

That Bentley has purchased no lands in Mexico for these Indians, but has a contract for an undivided interest of a small tract in which he is the grantee.

That only \$5,500 was paid on this contract and \$5,000 is yet unpaid.

That he has succeeded in obtaining property and money of great value, and after all this time has failed to render any account to the Indians for the same. That many of these Indians are afraid to take action to procure their rights on account of the fear they have that punishment of some kind will be meted out to them by Bentley and his Indian council.

I deem it proper to state, in justice to Mr. R. W. Dowe, the collector of customs at Eagle Pass, Tex., that Mr. Thackery and myself found him courteous and obliging, willing to assist us in our work in any way possible. He did render us valuable assistance in many ways, and he is certainly a loyal and true citizen, a thorough gentleman, and a competent officer, worthy of the confidence reposed upon him.

Very respectfully,

G. A. OUTCALT,
Assistant United States Attorney.

EXHIBIT No. 105 [Goode].

Public record of the property in the Monclova district, Coahuila.

Francisco Valdez Llano, officer and recorder of the property for the Monclova district, Coahuila:

I certify that Mr. Martin J. Bentley and the Indians O ke mah, Thi the quah, No ten, Wah nah ke thah, Kish kin ne quot, Tah pahthe a, Ne ka not pit have not recorded here in the archives and records any title deed of property or lands in the jurisdiction of the municipality of the town of Muzquiz, Coahuila, in this Monclova district.

And by petition of Mr. G. A. Outcalt is issued the present certification in this city of Monclova, to-day, the 28th of May, 1906.

FRANCISCO VALDEZ LLANO.

The present translation was made by me and is a literal and faithful translation from the original.

ALBERTO LOBO.

MONCLOVA, COAHUILA, MEXICO.

EXHIBIT No. 106 [Goode].

EAGLE PASS, TEX., June 8, 1906.

STATE OF TEXAS, *Maverick County*, ss:

Personally appeared before the undersigned authority Henry Murdock, who, being first duly sworn, deposes and says that his name is Henry Murdock; that he is 27 years of age and is a member of the Mexican-Kickapoo Tribe of Indians of Oklahoma; that he is allotted with said tribe of Indians under the name of Wah pah pen neah, being allottee No. 122; that he speaks, reads, writes, and fully understands both the English and Mexican-Kickapoo languages; that affiant was at the Kickapoo camp, near Muzquiz, Mexico, on or about the 26th day of May, 1906; that on said date one Martin J. Bentley came to said camp and requested affiant to interpret for him (Bentley) to the Kickapoo Indians; that affiant complied with said request from Mr. Bentley and did interpret for him to the Indians on the date aforesaid; that said Bentley told the said Indians, through affiant, that "this book [displaying a copy of the Indian appropriation bill as it passed the Senate] is the new law;" that he (Bentley) and Mr. Fields, the great lawyer, had been working very hard for the Kickapoo Indians for the past twelve years; that this new law made provision for the Caddo, Wichita, Delaware, and Shawnee Indians of Oklahoma to join the Kickapoo Indians in Mexico, and that he (Bentley) would soon move said tribes of Indians to Mexico and buy lands for them. Affiant states further that said Bentley urged upon said Kickapoo Indians that they must not sell their Oklahoma lands, but that they must allow him (Bentley) to trade or swap their Oklahoma lands for other lands in Mexico; that the Indians who came to Mexico must hold their lands in common, so that they could live like the Indians lived hundreds of years ago; that they would have no taxes to pay in Mexico and would not have to work or do anything else but hunt; that their children would not have to go to school. Affiant further states that he urged the said Kickapoo Indians not to sign any papers for the said Bentley until they were very sure that they fully understood the contents of the same; that affiant told the said Indians that there were other men here (in Mexico) for the purpose of buying their lands and that if they intended to sell their lands in Oklahoma at all they should sell to the person who would pay them the biggest price for the same; that because of affiant's actions in urging the Indians not to sign a paper until they fully understood the same or to sell to the person who would pay them the most for their Oklahoma lands, affiant was arrested by the Mexican policemen, under direction of Mr. Bentley and Mr. Fields, and taken before said Fields, who asked him many questions, and upon the refusal of affiant to give up to the wishes of the said Bentley and Fields affiant was told by said Fields that he must leave for Oklahoma immediately and that he (affiant) could not take his (affiant's) wife with him, but must leave her in Mexico; that affiant declined to leave for Oklahoma under such conditions, whereupon the said Mexican policemen took affiant to the town of Muzquiz, Mexico, where he was locked up in jail for a short time and then taken out and compelled to work at very hard work until such time as he consented to leave immediately for Oklahoma and pay a fine of \$25; that affiant had not violated any law whatever and had been peaceable during his whole stay at Muzquiz and at the Indian camp. Affiant further states that said Bentley is doing all in his power

to force the aforesaid Kickapoo Indians to dispose of their Oklahoma lands by trading them for lands in Mexico; that said Bentley vigorously opposes the disposal of the said Oklahoma lands of said Indians in any way other than through him (Bentley). Affiant further states that at least 50 of the Kickapoo Indians now residing in Mexico are very anxious to return to their allotments in Oklahoma permanently, but that if they attempt to do so they are immediately arrested for debts purported to be owed by them to one Roman Galan, who has been working in conjunction with said Bentley for the past several years.

Affiant further states that he left Mexico because he was afraid of the threats of said Bentley and Fields being carried out, to the effect that if affiant did not leave they (Bentley and Fields) would have him (affiant) sent to the penitentiary for not less than six months.

HENRY MURDOCK.

Witnesses to signature:

GEO. F. GRAHAM.

C. R. JOHNSON.

Subscribed to in my presence and sworn to before me this 8th day of June, 1906.

FRANK A. THACKERY,

Superintendent and Special Disbursing Agent.

Willie Murdock and Charley Mo sha she, being first duly sworn, depose and say that they have read or heard read the above affidavit of Henry Murdock; that they and each of them speak and well understand the English language; that they were present and heard the full conversation between Martin J. Bentley, W. S. Fields, and Henry Murdock and the Kickapoo Indians; that they know personally that each and every statement made by said Henry Murdock in the above affidavit is true.

WILLIAM MURDOCK.

CHARLIE (his x mark) Mo SHA SHE.

Witnesses to signatures:

GEO. F. GRAHAM.

C. R. JOHNSON.

Subscribed to in my presence and sworn to before me this 8th day of June, 1906.

FRANK A. THACKERY,

Superintendent and Special Disbursing Agent.

EXHIBIT No. 107 [Goode].

TO THE AUXILIARY JUDGE, *San Francisco*:

The group of North American Indians resident on these lands by permission of Mr. Bentley, or by special agreements with him, and by which motive they are now in possession of the land bought by the above said Mr. Bentley, have presented themselves before this judge complaining that a group of Americans who recently arrived at their camp molest them at every moment, exciting them to have trouble among themselves; stimulating them to drunkenness and to other vices; running after their daughters and committing other abuses, taking advantage of the ignorance of complainants.

And as by this great difficulties may arise, because of the ignorance of these Indians, you will observe all possible vigilance, so that by no reasons they may be molested, and so that their wishes be respected in the matter that the above-cited Mr. Bentley will represent them in all their business transactions, as has been manifested to this judge by the complainant Indians. This communication, presented to you by Mr. German Sanchez, who goes in the character of a special policeman, and at your order to remain at the Indian camp every day that is necessary, so that he exercises strict vigilance to keep good order in the midst of that colony and to avoid the commission of the abuses complained of by Indians in that camp, and to prosecute those that sell or take intoxicating liquors to the Indians.

And so in case, against the complaint of these Indians, the above-referred to Americans continue to molest them or go into their camp without their permission, you will serve notice to present themselves before this authority, so as to notify them to retire from this camp, because complainants want it so, and manifest that these individuals are pernicious and only take to that camp of ignorant people vices, abuses, and trouble, without doing any work or industry for their support or livelihood.

Liberty and constitution, Musquiz, May 30, 1906.

THE CHIEF POLITICO,
L. A. GUAJARDO.

AMARANTE FALCON, *Secretary.*

EXHIBIT No. 108 [Goode].

SHAWNEE, OKLA., August 7, 1906.

Mr. G. A. OUTCELT,
United States Attorney, Guthrie, Okla.

In regard to the Bentley, of which you spoke some time ago, I will now say that while I was a partner of M. J. Bentley about two years ago he told me that the child of Ann Pecan was his (Bentley's), and that he had a notion to take her and go to Mexico with her and live with her there.

He also stated, in reference to drafts drawn on him by lawyers at Washington, that he was not ready yet to cut loose from them; that they knew he had money belonging to the Indians, but he would quit them when he had things fixed.

He gave the Indians notes for their money, and if anything happened him they could not collect the money. He was supposed to hold this money in trust or on deposit. These statements were made to me and the facts were known to me while I was in partnership with him. I was at that time emigrant agent for Missouri, Kansas and Texas Railroad.

Very respectfully,

JOHN T. REGAN.

EXHIBIT No. 109 [Goode].

MUZQUIZ, MEXICO, June 10.

SUPERINTENDENT.

SIR: I had Mr. Bentley write you from Washington about my girl you call Mary Murdock. You said you would not let her come with the woman friend to Shawnee. If you had she could have come down here with some Kickapoos.

Now there is no place for her to stay at Shawnee unless she goes to whorehouse like the rest you sent home, so I want you keep her until I write you to send her with some one from here. I have written a friend in Washington, and unless you do this I will write the Commissioner. The last one you sent home is working for a white Shawnee like a slave and be his wife too. We don't like this way. You sent her home without any friend to watch her, and she had no place to go, so she went bad.

TOM SMITH.

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
UNITED STATES INDIAN AGENCY,
Shawnee, Okla., July 2, 1906.

HON. GEORGE A. OUTCELT,
Muzquiz, Coahuila, Mexico.

DEAR SIR: There is inclosed herewith a letter, purported to be from Tom Smith, whose Indian name is Ah nah sha wah to, written to the superintendent of the Carlisle Indian School in regard to the return to Mexico from that school of Mary Murdock, a Kickapoo Indian girl. This girl is a sister of Henry Murdock, who was recently in Mexico, and whom you will remember as the boy we employed as our interpreter at the time Henry Jones left.

I will be pleased if you will carefully investigate the matter of the origin of this letter, as I am of the opinion that it was written by either Mr. Bentley or Mr. Fields for the malicious purposes as you will note in the letter. The girl referred to in the letter as the last one having been sent home from Carlisle is one Emma Kickapoo, who has been working at the home of Thomas W. Alford for several months. She is a good girl and is giving excellent satisfaction and wants to stay where she is. She is being well paid for her work, and Mr. Alford needs no statement from me to you as to his part in the matter. Please give this a very careful investigation, and I am of the opinion that you will find it is another straight-out forgery by one of these men, as was also the letter purported to be written by We hah ni hah, mother of No ten.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

Statement made by Tom Smith, a Kickapoo Indian, at the Indian camp, near Muzquiz, Mexico, July —, 1906.

My name is Tom Smith, am a Kickapoo Indian, and live in Mexico.

I have had the attached letter which bears date June 10, 1906, at Muzquiz, Mexico, read and interpreted to me, and know the statements therein made.

I never saw said letter until now, and never authorized anyone to write such a letter.

I did not write said letter, and I have no knowledge who did write the same. I do not write or sign my name and said letter is a forgery, written without my knowledge or authority.

G. A. OUTCELT.

Jos. CLARK.

TOM (his x mark) SMITH.

EXHIBIT No. 110 [Goode].

DEPARTMENT OF JUSTICE,
Washington, June 29, 1906.

THE SECRETARY OF THE INTERIOR.

SIR: I send you herewith for your information a copy of a statement dated the 19th instant from D. M. Beaty, concerning the M. J. Bentley investigation.

Respectfully,

H. M. HOYT,
Acting Attorney-General.

OKLAHOMA CITY, OKLA., June 19, 1906.

Upon the request of J. W. Scothorn, United States attorney for the district of Oklahoma, I make the following statement of my trip to Mexico:

When we first went down to Mexico, myself, Al Brown, Russell Johnson, and the two Grimes, L. C. Grimes and Mal Grimes, and one Chil Moore went down about the same time. I don't remember the exact date, and a part of the boys went to Muzquiz and a part of us went out to the Indian camp and found the Indians very glad to see us. Then the next day Mr. Bentley came to Muzquiz and seemed to be very angry because we went to the Indian camp. He gave us orders that if we went back to the Indian camp any more that he would have us arrested for trespassing. After that I got an interpreter and went to see a Mexican officer who lived in that vicinity, an officer the same as the justice of the peace is in this vicinity. He told me that he and four other brothers owned the tract of land that the Indians were camped on, and that Mr. Bentley had made a contract to buy part of this land—one-fifth interest—but had never paid for it, but he said they would sell us some of the land and sell it very cheap. Then we went to Waharda and asked permission to go down to the Indian camp and look over this land. Mr. Waharda told us we could not go down there or we would be subject to an arrest; that Mr. Bentley had objected to white people going down to the Indian camp. Then we waited for the agent to come, Agent Thackery and Mr. Outcalt, we knew that they were in the country, and we waited until they came.

By Mr. SCOTHORN:

Q. Did you and your friends go down to buy some of this land?—A. Yes, sir; we went with the intention of buying some of the land if it could be bought.

Q. Had you any arrangement with Bentley before you went down?—A. I did not. We tried to compromise with Bentley; Brown and Johnson saw him first, but reported to me that they could not make any terms whatever with him and that he absolutely forbade them talking to the Indians. Then I went to Mr. Bentley and told him that we wanted to buy a little land for farming purposes, and he said that if we would turn the money over to him or deposit the money in the Border National Bank subject to his check that he would let us have a quarter section each. He told the other parties that they were there wanting to buy land for speculation and that he would positively not let them have a bit of it, and he said he wanted me to be away from there and be in Eagle Pass when the bill passed, which would be on Monday, and not later than Tuesday; that he did not want to do me any dirt, but he would have them other fellows put in jail until he got all the deeds. He also told me that he was working to protect the Indians, to protect their rights, and that he did not propose to let them be robbed by a lot of speculators. He told me that he had spent

\$20,000 or \$30,000 for the tract of land that they were camped on and that it belonged to the Indians.

Russel Johnson, of Shawnee, and I went to see the vice-consul, and he gave us to understand, in a very few words, that he was in favor of Mr. Bentley having this land. He said that Dixon and Thackery had been down there, and in his judgment they were both damn rascals, and that he thought the whole push was on the beat, and that he was in favor of seeing Mr. Bentley get this land, as he had earned it by hard labor. When I asked him as to taking acknowledgments for other parties that were not connected with Mr. Bentley, he said he wasn't supposed to know whether these Indians were the right Indians or not, and that he would not have to take any acknowledgments for any other person other than Mr. Bentley unless he personally knew the Indian to be the person selling the land. He also made a remark that while Mr. Bentley might be grafting the others were not a damn bit better.

The Indians came into town and told us that Mr. Bentley told them that everyone that refused to step in line and sign up deeds for him would be thrown into prison until they did sign for him. They (the Indians) told myself and Mr. Outcalt that. The Indians that came to us and made this talk had not been in town more than an hour until they were arrested and thrown into jail. The Indians that lived in the neighborhood of Shawnee were promised their liberty if they would leave the country and never come back any more, and the Indians that lived at the camp in Mexico were promised their freedom if they would go back to camp and not come out until given orders by Bentley.

While we were in camp near the Indian camp the officers came down and surrounded us, and gave us orders to leave, and followed us 2 or 3 miles from camp. We went on into Muzquiz. They told us if we did not go they would take us and put us in prison.

I bought some tickets for the Indians that wanted to come home, and they were arrested and thrown into jail.

Q. Did they arrest you, Doctor, for buying the tickets?—A. No, they did not arrest me; but they claimed that the Indians owed them a debt, and that the debt was \$112, and I paid it.

Q. Did the Indians come out then?—A. Yes, sir; they came out the next day. After I had paid the Indians out of jail I made things warm around there for a while, and was told by a Mexican friend that I was going to be arrested as soon as the chief got back. I went out on the same train with the Indians whom I bought the tickets for, and Mr. Brown wrote me that they had a warrant for me over there and that the officers had been at my room looking for me that night.

Q. What kind of land is it where the Indians are camped?—A. Well, sir, it is stony, bushy, and has cactus on it. I do not know what they call it. It is also dry, and they say their ponies are starving.

The Indians there, so far as Bentley is concerned, are in slavery. He has taken them there and got them into debt and holds them there on account of their debts. He will not even let them go to Eagle Pass to get their money, and a number of the Indians wanted to come back home, but could not get back. They are anxious to get back.

Q. When you left was George Outcalt at Muzquiz?—A. Yes, sir; and Thackery was at Eagle Pass.

Q. Did they have any communication between them—Outcalt and Thackery?—A. Yes, sir; by telegram. It was agreed that Brown should wire to Thackery, Johnson, or myself twice every day, so we could know whether or not he was in jail.

Q. How far is it from Muzquiz to Eagle Pass?—A. I do not know; it takes about half a day to run over the road.

Q. About how far is it from Muzquiz to where the Indians are?—A. About 12 miles.

Q. The night that you were ordered from the camp, they followed you from the reservation nearly to Muzquiz?—A. Yes, sir; followed us out past the camp where Mr. Bentley lives with a woman in a tent. I think she is a Sac and Fox.

Q. Do you know, Doctor, whether your party arrived there before Bentley did?—A. Our party got there first—myself and the two Grimes. The two Grimes got there two or three days before I did and went out to the Indian camp two days before I did. The day I got into town the Indians met me and said that Mr. Bentley's hired man had got orders to have us arrested if we came out to the camp. When I did go out Mr. Bentley had me arrested before I had been there half an hour. The papers were written in Spanish, and all I could read was that it was signed by M. J. Bentley.

I got the officers to let me go and get Outcalt and Thackery. They were down on the river, and I went down to the river and stayed until dark, and when we came back up to the camp that night they made us leave.

Q. About what time of night was it when they started you back?—A. About 9 o'clock. We tried to get permission to stay there until morning and agreed not to talk to the Indians if they would let us stay, but they made us go that night.

I would not begin to tell things as bad as they really were. It was the rottenest thing I ever saw. They were strong.

The night they arrested us, they undertook to make us walk, and I refused and Frank was willing to walk. Then we were going to have some Indians haul us out, and the officers said they would have the Indians arrested if they did, but one Indian said he would risk it if we would get him out of jail if he was arrested.

I can not remember their names, but a part of the Indians say that they never signed a deed; they don't know that they have sold their land.

Bentley would not let me pay the Indians for any land in case the bill did pass. I had to pay him.

Q. What is the land where the Indians are worth?—A. You can buy such land as the Indians are on for 30 cents an acre and the best at 70 cents. This is what they told me and the other boys.

Q. How long were you down there, Doctor?—A. I was down there four weeks, at Eagle Pass and Muzquiz together. I was not at the Indian camp but three or four hours—that is, I was near the camp that long. I was in the camp about half an hour.

Q. About how far from the camp is Mr. Bentley living with this woman?—A. About $1\frac{1}{2}$ or 2 miles. Bentley told me that he stayed with this woman because it was the only nice place to stay; but others told me that he lived with her and had children by her. I did everything I could for the Indians, and asked Mr. Thackery to wire the Department that the Indians be protected and their lands sold to the highest bidder.

Bentley boasted what a great pull he had in Washington. He boasted wonderfully; at that time he thought I was standing in with him. When I found what he was doing and that he was going to put my friends in prison, I laid down on him. I told them not to go to prison, and advised them to get away from there.

He ran a terrible bluff on us and made it stick.

I had seen Bentley before, but never was acquainted with him until I went down there.

Q. What kind of a town is Muzquiz?—A. It is a town of about 2,000; a kind of adobe town.

Subscribed and sworn to before me this 21st day of June, 1906.

[SEAL.]

D. M. BEATY.

STELLA M. BEEBE,
Notary Public.

My commission expires February 28, 1907.

EXHIBIT No. 111 [Goode].

In testimony of the deed of sale of six days of water, together with the land in San Francisco plantation, celebrated between Mr. Celedonio Galan and Lawyer Salvador Garza Castillian, having a power of attorney from Mr. Martin J. Bentley, Muzquiz, Coahuila, 12th July, 1906.

NUMBER 8.

In the village of Muzquiz, State of Coahuila, on the 12th day of the month of February, 1906, before me, Lawyer Elwando Elizondo, notary public, and the witnesses herein named, came on one part Mr. Celedonia Galan, married, farmer, vicinity, accompanied by his legitimate wife, Mrs. Maria C. Sato De Galan, from whom he got consent in my presence, give faith, as required in article 2025 of the Civil Code, to an end that the celebration of the present contract; and on the other part Mr. Lawyer Salvador Garza Castillian, also married, domiciled, and neighbor of C. P. Deas (Diaz), of this State, and accidentally in this village; the first party by his own proper rights, and the last in the name and representation of Mr. Martin J. Bentley, whose personality is duly accredited in this act with the testimony of mandate exhibited, give faith, which will be taken account of in the following parts of this deed; both parties with legal capacity to obligate and contract, by me personally known, give faith and said: With the respective representation that has been said, having deliberated to celebrate a contract to buy and sell with subjection, basis, and stipulation contained in the minutes of date of the 2nd of the present month, deposited in this notary. Which to produce legal effect and in the form by which it may have right, acknowledge and solemnize the tenor of the following clauses:

First. To comply with the prescription in the articles 1894 of the Civil Code and 55 of the law of notaries. Mr. Galan has exhibited a certificate of a registered mortgage that I, the subscribed notary, give faith have had in my sight, and literally says: The lawyer Francisco Valdez Llano, official of public registry of the district of Monclova, State of Coahuila de Zaragoza, certified that Mr. Celedonia Galan has registered to his favor under number 3344, folio 121, Vol. XX of Book 1, of this property, six days of water in the San Francisco plantation, with its lands of fields and pastures, and six days of water in Rusco plantation, with land of field, in jurisdiction of the valley of Muzquiz, in this district, which property reports no other obligation than a life estate which Mr Galan will pay to Mrs. Ninpa Garza, widow of Rich, of \$20.00 annually for each day of water of the San Francisco, and \$2.00 for each day of water in the Rucon plantation, having to deduct from said land of the San Francisco plantation our piece of land seventy meters front by seventy meters in depth, which Mr. Galan sold to Mr. Genero Guajardo, according to inscription 3820, folio 40, Vol. XXII, of Book 1 of the property. And at the solicitude of Mr. Celedonio Galan is given the present certification in the city of Monclova on the 8th day of the month of February, 1906

F. VALDEZ LLANO.

Second. Manifests Mr. Celedonio Galan, that having agreed to the transference of the six days of water in the San Francisco plantation, and to which is referred in the certificate of liberties of obligation which has been inserted in the antecedent clause with Mr. Martin J. Bentley, represented in this act by Lawyer Salvador Garza Castillon. By the present instrument he sells, cedes, and transfers referred to six days of water, with the corresponding lands of fields and pastures, with all the appurtenances belonging to, past and present, and with all and by right corresponding to said land; having Mr. Galan acquired said property in common with others of the same class, by title of donation from his maternal grandmother, Mrs. Ninpa Garza, widow of Rich, as duly shown in the respective deed of the 6th day of August, 1903, passed before the notary, who authorizes the present, and registered with date 11th of same month and year, under the number 3344, folio 121 and 122, Vol. XX (20) of Book 1 (one) of the property, which instrument I give faith, the notary having had sight for this acknowledgment.

Third. The price agreed for this transference is the quantity of \$21,000.00. Of said value Mr. Galan confesses having received before this act in cash to his entire satisfaction for not being present, the delivery, renounces, acceptance of money not delivered, as reads in articles 1093 and 1094 of the civil code, and for the remaining \$10,000.00 Mr. Bentley will give according to agreement a note to order payable in six months from date of this contract, remaining as security and guarantee of said payment in favor of the seller, the said same six days of water and land which is matter of this sale.

Fourth. Both the contracting parties declare that the price of the land matter of this instrument is just and legal. For said reason there is no omission or error, but if there should be they will make a reciprocal and mutual donation of the difference which results, to the effect renounce articles 2890, civil code, with the time to ask the recession of contract, points out article 1660 of same code, obligating himself, the seller, to the eviction and warranty of this contract in the terms established by article 2891 in order above cited.

Fifth. The Mr. Lawyer Salvador Garza Castillon, with foundation from articles 1436, 1522, and 2852, from the repeated civil code, he gives, as having secured the property by his deed he assumes for his Mr. Martin J. Bentley and accepts this instrument such as it is, not receiving the original deed of property, to which reference has been made, to cover other property of the vendor, but a note corresponding to the separation and division which acknowledges this transference.

Sixth. The Ninfa Garza, widow of Rich, who also was present at this act, said: Has given to her grandson, Celedonio Galan, her full consent to bring to an end the celebration of the present contract, which she approves and ratifies expressly in all its parts, promising not to object at no time to the validity of the stipulations herein contained. In witness of having been guaranteed to her satisfaction the rights in the quality as annuity in the terms mentioned in certificate, free from obligation, that has been reproduced in the first clause of this contract, according to private agreement with her referred to grandson, also signing in testimony of it, I, the notary, make known that Mr. Lawyer Salvador Garza Castillon has accredited his legitimate personality in this act with testimony of a special mandate conferred to his favor by Mr. Martin J. Bentley in C. P. Deas (Diaz), of this State, with date 3d of present month of February, before the notary public, Mr. Manuel Galindo Barrero, such mandate in the following literally says that having to accept a contract of sale of some property in the municipality of Muzquiz, district of Monclova, and not being

able to be present at the execution of said deed, has given power of attorney to act in his place, and having all confidence in Mr. Lawyer Salvador Garza Castillon, of age, this neighborhood, and profession of a lawyer; by the present instrument in that way and form in which it has rights acknowledges that it confers special power enough and sufficient as by right is referred and necessary, the heretofore-mentioned Mr. Lawyer Salvador Garza Castillon, in the name and representation of the purchaser, to intervene and accept the deed of sale of the six days of water in the San Francisco plantation, municipality of Muzquiz, of this State, with its corresponding land of fields and pastures that will be granted in his favor by Mr. Celedonio Galan, neighbor, of the village of Muzquiz, the price of (\$21,000.00) twenty-one thousand dollars, on the terms and conditions stipulated in the minute of yesterday, deposited in the office of notary public, Mr. Lawyer Edwardo Elizondo, notary of the village of Muzquiz, so that in that act he will make in his name observations that will be referred, being careful to fulfill all requisites that the law exacts for the validity of the contract; and, lastly, so that at the opportune time receive the respective testimony and the titles which protect the property of the real estate referred to in this contract.

Seventh. The rights and costs of this deed, its testimony, conveyance, stamps, registry, and other costs which may originate, and all costs to be paid by the vendor.

Eighth. It has been agreed that the products of the fields of wheat now being cultivated on the lands which correspond to the six days in reference, half of same will belong to Mr. Bentley, without having to incur any expense whatever for its cultivation, and will receive said wheat when harvested; the other half of said wheat will belong to the lessee of Mr. Galan, excepting the portion of land being cultivated by Mr. Atilano de la Garza, such crop belonging exclusively to said party, which will be harvested in May proximo. Then Mr. Bentley will take possession of the land at present occupied by crop.

Ninth. The note for (\$10,000.00) ten thousand dollars, in conformity with the third clause, which Mr. Bentley will acknowledge in favor of Mr. Galan, he being obligated to deposit same for its collection in Milmo bank in the city of Monterey, where Mr. Bentley will find it, should he wish to anticipate payment.

It has been acknowledged; and often having read this deed, have manifested to recognize the full legal value of the clauses herein contained, and has been subscribed in conformity by intervening party, together with the instrumental witness, Don Manuel M. Espinora and Don Oclavarno de Leon, married; the first, merchant by trade; second, mechanic of this vicinity; the notary making it known that the costs for conveyance and public instrument, also stamps, as being accredited by certificate copy placed within reach of the corresponding note that is registered, the interested party being advised of the necessity of having the present registered within the legal terms in the corresponding office of public registry of this property, give faith, Celedonio Galan, Maria C. Soto de Galan, Ninfa Garza de Rich, Salvador Garza Castillon, Manuel M. Espenosa, Oclavano de Leon, Edwardo Elizondo.

This second has been taken from the original for Mr. Celedonio Galan and is in three leaves, with the necessary stamps that it has been corrected and certified that the costs of stamps has been paid, as it is proven by certificate placed in reach of the note that has been registered in continuation of the deed, and literally, "That Lawyer Edwardo Elizondo paid in this (\$217.00) two hundred and seventeen dollars, the value of stamps attached and canceled on this note, according liquidation made by him under his responsibility."

MUZQUIZ, 12th February, 1906.

E. A. DEL T——.
JOSE E. GONZALEZ.

Muzquiz, 12th July, 1906, give faith,

EDUARDO ELIZONDO,
Notary Public.

EXHIBIT No. 112 [Goode].

List of Mexican Kickapoo allotments sold under the act of June 2, 1906, and recorded in Pottawatomie, Oklahoma, and Lincoln counties.

LINCOLN COUNTY.

Allottee.	Vendee.	Subdivisions.	Consideration.	Date.	Notary.	Appraised value.
Mah ko quah, No. 93.	W. L. Chapman.	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 30, T. 12, R. 2 E.	\$400.00	1906.	W. C. Douglass.	\$1,000.00
Pes ko nah ah, No. 99.	do.	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 31, T. 12, R. 2 E.	1,000.00	July 6	do.	2,000.00
Quah to quah and Ah ten ye tuck, husband, No. 89.	do.	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 19, T. 12, R. 2 E.	650.00	No date	Ben. V. King.	1,400.00
Ke o si ah quah and Wah pe ke che, husband, No. 102.	do.	Lots 1, 2, and 3, sec. 31, T. 12, R. 2 E.	450.00	do.	do.	550.00
We hah ni hah, No. 114.	L. C. Grimes.	Lot 1 and NW. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 33, T. 12, R. 2 E.	200.00	July 2	do.	400.00
Ke ah qua quah, No. 113.	W. W. Ives.	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 33, T. 12, R. 2 E.	1,000.00	July 30	W. A. Bonnet.	2,500.00

POTTAWATOMIE COUNTY.

Wah ako tah, No. 145.	W. L. Chapman.	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ sec. 11, T. 11, R. 2 E.	\$1,600.00	1906.	F. Valdes Llano, first judge of Monclova district court.	\$3,500.00
Mah squa ko, No. 146.	do.	S. $\frac{1}{2}$ SE. $\frac{1}{2}$ sec. 11, T. 11, R. 2 E.	1,000.00	July 21	do.	2,500.00
Wah sko tah and Mah squa ko, wife, No. 145.	W. W. Ives.	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ sec. 11, T. 11, R. 2 E.	1,000.00	July 30	W. Bonnet, notary public.	3,500.00
Pah ko tah and wife, No. 237.	W. L. Chapman.	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 11, T. 10, R. 3 E.	2,000.00	July 23	F. Valdes Llano, judge.	2,500.00
Pum y tun moko, wife, No. 238.	do.	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 11, T. 10, R. 3 E.	1,000.00	July 31	W. A. Bonnet, notary public.	2,500.00
Pah ko ah and Pum y tun moko, wife, No. 237.	W. W. Ives.	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 11, T. 10, R. 3 E.	1,000.00	July 30	do.	2,500.00
Pum y tun moko and Pah ko tah, husband, No. 238.	do.	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 11, T. 10, R. 3 E.	1,000.00	do.	do.	3,500.00
Ah na the hah quah and Ne kah no pit, wife, No. 240.	do.	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ sec. 14, T. 10, R. 3 E.	1,000.00	do.	do.	3,500.00
Ah na the hah quah, No. 280.	W. L. Chapman.	N. $\frac{1}{2}$ NW. $\frac{1}{2}$ sec. 14, T. 10, R. 3 E.	700.00	July 23	F. Valdes Llano, judge.	3,500.00
Ah che che, No. 141.	do.	N. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 11, T. 11, R. 2 E.	1,000.00	do.	do.	3,500.00
Chah ko she, wife, No. 142.	W. W. Ives.	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 11, T. 11, R. 2 E.	1,000.00	July 31	W. A. Bonnet, notary public.	3,500.00
Ah che che and Chah ko she, wife, No. 141.	do.	W. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 11, T. 11, R. 2 E.	1,000.00	do.	do.	3,500.00
Chah ke she and Ah che che, husband, No. 142.	do.	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 11, T. 11, R. 2 E.	1,000.00	do.	do.	3,500.00
Ah che che and Chah ke she, wife, heirs of Ah na no ne mah, No. 143.	W. W. Ives.	W. $\frac{1}{2}$ SE. $\frac{1}{2}$ sec. 2, T. 11, R. 2 E.	1,000.00	July 31	W. A. Bonnet, notary public.	1,900.00

List of Mexican Kickapoo allotments sold under the act of June 2, 1906, and recorded in Pottawatomie, Oklahoma, and Lincoln counties—Continued.

POTTAWATOMIE COUNTY—Continued.

Allottee.	Vendee.	Subdivisions.	Consolidation.	Date.	Notary.	Appraised value.
Ma sha she No. 171.	W. L. Chapman.	(S. 1 NW. 1 sec. 18, T. 11, R. 3 E.	\$1,400.00	1906.	F. Valdes Llano, judge.	\$3,600.00
Pa sha kee, wife, No. 172.	do.	(N. 1 SW. 1 sec. 18, T. 11, R. 3 E.		July 23	do.	
Ma sha she and Me thup pe hah, wife, No. 173.	W. W. Ives.	(S. 1 NW. 1 sec. 18, T. 11, R. 3 E.	1,000.00	July 31	W. A. Bonnet, notary public.	1,800.00
Ma sha ko tha, No. 147.	W. L. Chapman.	(N. 1 SW. 1 sec. 11, T. 11, R. 2 E.	300.00	July 23	F. Valdes Llano, judge.	3,200.00
Ma ka se, No. 240.	do.	(W. 1 SE. 1 sec. 11, T. 10, R. 3 E.	800.00	do.	do.	2,800.00
Man to pen, No. 239.	do.	(E. 1 SE. 1 sec. 11, T. 10, R. 3 E.	1,000.00	do.	do.	3,000.00
Man e mah, No. 242.	do.	(W. 1 SW. 1 sec. 11, T. 10, R. 3 E.	1,000.00	do.	do.	3,200.00
Pah ka kah, No. 245.	do.	(S. 1 SE. 1 sec. 4, T. 10, R. 3 E.	600.00	do.	do.	2,000.00
I nesh kin, No. 151.	do.	(N. 1 NW. 1 sec. 12, T. 11, R. 2 E.	1,000.00	July 3	W. A. Bonnet, notary public.	1,600.00
Ne kah no pit and Ah na tha hah quah, wife, No. 269.	W. W. Ives.	(W. 1 NE. 1 sec. 14, T. 10, R. 3 E.	2,000.00	July 2	do.	3,500.00
Kah quah me and Kan no pe tha, husband, No. 213.	do.	(S. 1 NE. 1 sec. 5, T. 10, R. 3 E.	1,000.00	July 6	do.	2,000.00
Kah no me and Kan no pe tho, husband, No. 214.	do.	(N. 1 SE. 1 sec. 5, T. 10, R. 3 E.	1,000.00	do.	do.	1,500.00
We shah ka, heir of En e kah, husband, No. 222.	do.	(Lots 5-6 and NW. 1 of the SE. 1 sec. 9, T. 10, R. 3 E.	1,000.00	July 2	do.	2,000.00
Wah peek we che and Wah nah ke thah, husband, No. 225.	do.	(W. 1 NE. 1 sec. 9, T. 10, R. 3 E.	1,000.00	do.	do.	2,500.00
Kah ke nick quote, No. 243.	do.	(S. 1 SE. 1 sec. 12, T. 10, R. 3 E.	1,000.00	do.	do.	5,000.00
Kah ke nick quote, heir of Shuek e quah, No. 246.	Ida B. Bentley.	(N. 1 NE. 1 sec. 12, T. 10, R. 3 E.	3,000.00	do.	do.	5,000.00
Wah teck to na hah, heir of Na nie kit, No. 268.	W. W. Ives.	(W. 1 NE. 1 sec. 24, T. 10, R. 3 E.	1,000.00	July 7	do.	20,000.00
Wah teck to na hah, No. 269.	do.	(E. 1 NE. 1 sec. 24, T. 10, R. 3 E.	1,000.00	do.	do.	1,000.00
Wah teck to na hah, No. 161.	do.	(E. 1 NE. 1 sec. 24, T. 10, R. 3 E.	8,000.00	July 31	do.	35,000.00
Oques mah, No. 270.	do.	(N. 1 NE. 1 sec. 19, T. 11, R. 2 E.	1,000.00	July 30	do.	18,000.00
Oques mah, ah them and Kah ka quah, heirs of Ah them e thah quah, No. 177.	do.	(E. 1 SE. 1 sec. 2, T. 11, R. 2 E.	1,000.00	July 31	do.	900.00
Se na tha pe, No. 144.	do.	(S. 1 NE. 1 sec. 12, T. 11, R. 2 E.	1,000.00	July 30	do.	16,000.00
We na mah o tha, No. 154.	do.	(S. 1 NW. 1 sec. 4, T. 10, R. 3 E.	1,000.00	do.	do.	2,000.00
Wah na ko ko and Wah pah ho ko, wife, No. 210.	do.	(N. 1 NW. 1 sec. 4, T. 10, R. 3 E.	1,000.00	do.	do.	2,800.00
Mah tah wah and Wah rah ko ko, wife, No. 209.	do.	(N. 1 SW. 1 sec. 4, T. 10, R. 3 E.	1,000.00	do.	do.	1,200.00
Mah tah wah, No. 211.	do.	(E. 1 SW. 1 sec. 11, T. 10, R. 3 E.	1,800.00	do.	do.	2,800.00
Tah pah the, No. 241.	do.	(W. 1 SW. 1 sec. 11, T. 10, R. 3 E.	1,000.00	do.	do.	3,200.00
Pah e mah and Wah pah sose, husband, No. 242.	do.	(Lots 1, 2, and 3, sec. 15, T. 10, R. 3 E.	1,000.00	do.	do.	1,000.00
Ta nah ke ah, No. 262.	do.					

Kee-neek ko thah and Ah nes she nen ne, husband, No. 121.	Willard Johnston	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 4, T. 11, R. 2 E.	2,000.00	June 25	Ben V. King, notary public.	4,800.00
Mah qua the eek, No. 217.	Russel Johnson	Lots 3 and 4, sec. 5, T. 10, R. 3 E.	500.00	July 6	W. C. Douglas, notary public.	2,500.00
Cha cha ka the awa, No. 230.	W. L. Chapman	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 10, T. 10, R. 3 E.	1,000.00	June 23	F. V. Blease, notary public.	2,800.00
Kah kah to the quah, No. 232.	do	S. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 13, T. 10, R. 3 E.	1,200.00	July 21	F. Valdes Llano, judge.	3,500.00
Wah nah ke the hah and Wah puek we che, wife, No. 230.	Ida B. Bentley	N. $\frac{1}{2}$ SE. $\frac{1}{2}$ sec. 13, T. 10, R. 3 E.	10,000.00	July 2	W. C. Douglas, notary public.	3,500.00
Pa pe ah she and Ko ke kah sh, wife, No. 218.	C. M. Cade	Lots 5, 6, and 7, sec. 5, T. 10, R. 3 E.	600.00	do	Ben V. King, notary public.	1,000.00
Ah nes she nen ne, husband, Kee she ko thah, wife, conveying undivided one-half interest in the estate of Ma then ne ah quah, No. 137.	do	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 2, T. 11, R. 2 E.	\$200.00	July 9	W. C. Douglas, notary public.	\$1,200.00
Ah nes she nen ne, husband, and Kee sheek ko thah, wife, No. 136.	do	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 2, T. 11, R. 2 E.	800.00	June 23	F. V. Blease, notary public.	2,500.00

OKLAHOMA COUNTY.

Ah kis kuck, husband, and Pah nah keth tho, wife, No. 6.	Ida B. Bentley	Lots 1 and 2, sec. 6, T. 12, R. 1 E.	\$1,000.00	1906.	W. A. Bonnett, notary public.	\$3,500.00
Pah nah keth tho, wife, and Ah kis kuck, husband, No. 7.	do	S. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 6, T. 12, R. 1 E.	100.00	do	do	4,000.00
Tah pah she, No. 12.	W. L. Chapman	E. $\frac{1}{2}$ SE. $\frac{1}{2}$ sec. 6, T. 12, R. 1 E.	1,000.00	July 23	F. Valdes Llano, judge.	4,000.00
Pem na pah ho ne ah quah, and wife, Mah-se kah tah ton no, No. 10.	do	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 6, T. 12, R. 1 E.	1,000.00	do	do	2,500.00
Kee she tha kom oke quah, No. 9.	do	NE. $\frac{1}{2}$ NW. $\frac{1}{2}$ and lots 5 and 6, sec. 6, T. 12, R. 1 E.	1,000.00	do	do	3,200.00
Me she kah, No. 15.	do	Lots 3 and 4, sec. 7, T. 12, R. 1 E.	600.00	do	do	3,500.00
Wah pah sose, No. 21.	do	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 8, T. 12, R. 1 E.	1,000.00	do	do	3,500.00
Kah pah no ko quah, No. 23.	do	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ sec. 8, T. 12, R. 1 E.	800.00	do	do	4,000.00
Kee nah ko the, No. 8.	W. W. Ives	Lots 3 and 4, sec. 6, T. 12, R. 1 E.	1,000.00	July 6	W. A. Bonnett, notary public.	3,500.00
Kah pah o mah, No. 37.	Willard Johnston	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ sec. 14, T. 12, R. 1 E.	1,750.00	June 25	Ben V. King, notary public.	3,500.00
Chaw to sot, No. 35.	C. M. Cade	E. $\frac{1}{2}$ NE. $\frac{1}{2}$ sec. 14, T. 12, R. 1 E.	1,850.00	do	do	2,800.00
Let to quah, heir of Ah wa ne, No. 40.	W. L. Chapman	E. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 14, T. 12, R. 1 E.	\$400.00	July 21	F. Valdes Llano, judge.	3,500.00
We ah che kah, No. 47.	W. W. Ives	W. $\frac{1}{2}$ SW. $\frac{1}{2}$ sec. 15, T. 12, R. 1 E.	1,000.00	July 3	W. A. Bonnett, notary public.	4,000.00
Oque mah ah them, No. 43.	W. L. Chapman	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ sec. 15, T. 12, R. 1 E.	600.00	June 21	F. Valdes Llano, judge.	2,600.00
Oque mah ah them, husband, and Kee ah que quah, wife, No. 43.	W. W. Ives	W. $\frac{1}{2}$ NW. $\frac{1}{2}$ sec. 15, T. 12, R. 1 E.	1,000.00	July 30	W. A. Bonnett, notary public.	2,600.00
Oque mah ah them and wife, heirs of Mo ke she, deceased, No. 44.	do	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ sec. 15, T. 12, R. 1 E.	1,000.00	do	do	3,000.00
Me thup pe nah, wife, and Ma sha she, husband, No. 27.	do	Lots 2, 3, and 4, sec. 17, T. 12, R. 1 E.	\$1,000.00	July 30	W. A. Bonnett, notary public.	do
Sho wah hah, No. 29.	do	Lots 2 and 3, sec. 20, lot 11, sec. 17; lots 2 and 3, sec. 12, T. 12, R. 1 E.	1,000.00	do	do	do
Wah theek ko no hah, No. 67.	do	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ sec. 23, T. 12, R. 1 E.	1,000.00	July 6	do	3,800.00
Peck ke ah peah, wife, and Pan pah thah peah, husband, No. 65.	R. C. Conine	E. $\frac{1}{2}$ NW. $\frac{1}{2}$ sec. 23, T. 12, R. 1 E.	600.00	July 30	Ben V. King, notary public.	1,200.00

LIST OF KICKAPOO ALLOTMENTS SALE—FORWARD.

1. Wah pah che quah, No. 70, conveying to W. W. Ives lot 2 and the NE. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 24, T. 12, R. 1 E., for \$1,000. Acknowledgment before W. A. Bonnett, notary public, June 28, 1906. Appraised value, \$2,800.
2. Ah ten ye tuck, husband, No. 74, and Qua to quah, wife, conveying to Willard Johnston the NW. $\frac{1}{4}$ SW. $\frac{1}{4}$ sec. 24, T. 12, R. 1, for \$1,000. Acknowledged before Ben V. King, notary public, July 2, 1906. Appraised value, \$1,000.
3. Ma mah qua che, No. 75, conveying to W. W. Ives the E. $\frac{1}{4}$ SE. $\frac{1}{4}$ sec. 24, T. 12, R. 1, for \$1,000. Acknowledged before O. M. Cole, notary public, July 2, 1906. Appraised value, \$3,500.
4. Ah ne she wah to, No. 61, conveying to W. L. Chapman lot 4 and the NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 22, T. 12, R. 1 E., for \$500. Acknowledged before F. Valdes Llano, judge, on the 22d of July, 1906. Appraised value, \$640.
5. Ah ne sha wah to husband (Tom Smith), No. 61, and Nah nah chi chin no quah, wife, conveying to W. W. Ives lot 4 and NW. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 22, T. 12, R. 1 E. Acknowledged before W. A. Bonnett, notary public, on the 31st day of July, 1906, for \$1,000. Appraised value, \$640.

6. Pah pah thah peah, husband, No. 64, and Peck ke ah peah, wife, conveying to W. W. Chapman lot 1 and the NW. $\frac{1}{4}$ NW. $\frac{1}{4}$ sec. 23, T. 12, R. 1 E., for \$500. Acknowledged before Ben V. King on the 25th day of June, 1906. Appraised value, \$800.
7. Wah puck we che, heir of Pesh she quah, No. 68, deceased, conveying to W. W. Ives lots 2 and 3 of sec. 23, T. 12, R. 1 E., for \$1,000. Acknowledged before W. A. Bonnett on the 30th day of June, 1906. Appraised value, \$1,000.
8. Ke ah qua no ke and Kan no pe tho, heirs of Pesh she quah, No. 68, conveying to W. W. Ives lots 2 and 3 of sec. 23, T. 12, R. 1 E., for \$300. Acknowledged before W. A. Bonnett on the 2d day of July, 1906. Appraised value, \$1,000.
9. Pah pah ne na ko the, conveying to W. L. Chapman the allotment of Tah ko me, No. 51, deceased, the E. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 16, T. 12, R. 1 E.; Pam mo thah hah, No. 52, deceased, the W. $\frac{1}{4}$ NE. $\frac{1}{4}$ sec. 16, T. 12, R. 1 E.; Cam kah tho, No. 53, deceased, the NE. $\frac{1}{4}$ NW. $\frac{1}{4}$ and lot 2 of sec. 16, T. 12, R. 1 E.; Ko ka kah pah quah, No. 54, deceased, lots 1 and 4 of sec. 16, lot 5 of sec. 17, and lot 1 of sec. 20, all in T. 12, R. 1 E.; and Maud Jones, No. 60, deceased, lots 2, 3, and 5 of sec. 21, T. 12, R. 1 E., for \$2,000. Appraised value, \$6,800.

EXHIBIT No. 113 [Goode].

WARRANTY DEED.

STATE OF TEXAS, *Maverick County*, ss:

Know all men by these presents, that I, I nesh kin, of Muquiz, in the Republic of Mexico, party of the first part, in consideration of the sum of \$1,000, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto W. W. Ives, of Shawnee, Okla., party of the second part, the following-described real property and premises, situated in Pottawatomie County, Okla., to wit:

The N. $\frac{1}{2}$ of the NW. $\frac{1}{4}$ of sec. 12, T. 1 N., R. 2 E., Indian meridian, together with all improvements thereon, and the appurtenances thereto belonging, and warrant the title to the same.

To have and to hold said described premises unto the said party of the second part, her heirs and assigns forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and encumbrances of whatsoever nature, said grantor being an adult Kickapoo Indian, heretofore allotted in Oklahoma, now nonresident in the United States.

Signed and delivered this 3d day of July, 1906.

I NESH KIN (her x mark).

Witnesses:

W. S. FIELD.

H. M. FENNELL.

STATE OF TEXAS, *Maverick County*, ss:

Before me, W. A. Bonnett, a notary public in and for the above-named county and State, on this 3d day of July, 1906, personally appeared I nesh kin, to me personally known to be the identical person who executed the above deed, and acknowledged to me that she executed the same as a free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.

W. A. BONNETT, *Notary Public*.

(My commission expires July 30, 1907.)

[Indorsement.]

Warranty deed from I nesh kin to W. W. Ives.

STATE OF TEXAS, *Maverick County*, ss:

Filed in the office of the register of deeds of said county, the 6th day of July, 1906, at 5 o'clock p. m., and duly recorded in book 41 of deeds, on page 13.

GEORGE STONE, *Register of Deeds*.

EXHIBIT No. 114 [Goode].

● At the margin a seal which says: Juzgado second local (second local court) Muzquiz, Coahuila. In the village of Muzquiz on the 22d day of June, 1906, presented himself before this court of my charge, Mr. G. A. Outcalt, American citizen, temporarily in this village, representative of the North American Government, according to his own statement and in the exercise of the commission which his Government has intrusted to him to investigate the matters which relate to the North American Kickapoos, who actually reside in this jurisdiction. Mr. Outcalt presented a Kickapoo Indian, McJohnson, who said he was 28 years of age, being from the Territory of Oklahoma, United States of America, and a resident for some time in this village.

Interrogating the said Indian through Mr. Pablo Rodriguez, an interpreter named for that purpose, as to what he had to state to this court, he declared as follows: That I was at the Central Hotel in this village about the 4th of this month, talking with Mr. L. C. Grimes and another white man from Oklahoma Territory, when M. J. Bentley came with policemen and took me out by force from the room of these white men, and they took me to the camp of the Kickapoo Indians already referred to and which is close to the San Francisco estate, on the edge of the Sabinas River; that he did not want to go with those men, that they took him by force; that they forced him to go with them; that they boarded a hack with M. J. Bentley and a policeman; that they left him at his camp that night, but that Bentley forbid him to leave the camp; that this took place about nightfall; that on the following morning a policeman came to his camp and said that Bentley wanted him, McJohnson, to sign a paper, to which he

replied that he did not wish to sign it; that the policeman retired, returning again with the same errand of Bentley's, and again he refused to sign the paper; that the policeman retired again and in a little while returned accompanied by a servant of Mr. Roman Galan; that the two took him by either arm and obliged him to go where Bentley was; that when he arrived where Bentley was he again refused to sign the paper; that the policeman had him by one arm and the servant to Roman Galan had him by the other arm; that while they had him in this position the servant of Roman Galan hit him a blow on the head with a big pistol; that his wife and some other persons of his family were there, excited and crying, and in this way he was necessitated to sign the paper which Bentley wanted him to sign; that they did not read the paper to him, and he does not know of what it treated, but he thinks it refers to his lands; that he repeats that he did not wish to sign it; that Bentley forbade him to talk with the American, L. C. Grimes; that he also forbade him to leave Mexico; that in the event he did leave this country he could not return, but would have to stay away from here.

Interrogated as to what else he had to manifest to this court, he replied that this was all he had to say, and signed with the subscribing judge, the interpreter C. (citizen) Pablo Rodriguez, the American C., J. A. Outcalt, and the attesting witnesses.

We give faith.

VICTO. RODRIGUEZ.

T. McJOHNSON.

PABLO RODRIGUEZ.

J. A. OUTCALT,

Assistant United States Attorney.

A. A. FALCON.

A. F. WALS.

MUZQUIZ, June 22, 1906.

Cite the servants of the Roman Galan so that they can be brought before the Indian McJohnson to say if he finds among them the individual who assaulted him, and with respect to the policeman present, the same to the individuals who comprise them (the policemen), so that he can designate which of them took him to his camp in company with the servant of Roman Galan.

Decreed and signed by the second local judge.

We give faith.

VICTO. RODRIGUEZ, F.

A. A. FALCON.

A. F. WALS.

[Rubrics.]

MUZQUIZ, June 23, 1906.

The Indian Mc Johnson being present, the policemen, Antonio Menchaca and Crescencio Sanchez, were shown him so that he could say whether either of them was the one who took him out of the Central Hotel, the policeman Emeterio Valdez, being yet to be presented to him owing to his absence and on duty at this time; and, being first duly sworn, after observing them Johnson stated through the interpreter, Mr. Pablo Rodriguez, that the policeman who took him is neither of the two presented before him; that he was a man nearly old (middle-aged), low of stature, and wore a white coat, and was with another man who appeared to be a policeman, because he wore a pistol; that Bentley accompanied these (them). This he said, and after being read to him and approved, he signed with his interpreter.

We give faith.

VICTO. RODRIGUEZ, F.

PABLO RODRIGUEZ.

MC JOHNSON.

A. A. FALCON.

A. F. WALS.

[Rubrics.]

MUZQUIZ, June 25, 1906.

Cite Mr. Roman Galan, so that he can say who are the persons he has in his service, to the end that they may be cited for the execution of the order aforesaid. Decreed and signed by the second local judge.

We give faith.

VICTO. RODRIGUEZ, F.

A. FALCON.

A. F. WALS,

Assistants.

[Rubrics.]

MUSQUIZ, June 28, 1906.

On this day appeared Mr. J. A. Outcalt before this court and manifested that in the discharge of the commission of his Government, which he represents, he asks that the declarations be taken of the Kickapoo Indians Ah ten ye tuck, Pa pia shep pia, Home Anderson, Cha ku sot, so that they can say what they know of the conduct of M. J. Bentley with them with reference to the lands which they own in Oklahoma. This he stated through his interpreter, Mr. Pablo Rodriguez, and after being read to him they signed.

We give faith.

VICTO. RODRIGUEZ, F.
J. A. OUTCALT,
Assistant United States Attorney.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 26, 1906.

This day being present the Kickapoo Indian, Ah ten ye tuck, he was duly sworn through his interpreter, Mr. Pablo Rodriguez, and stated his name to be as already written, 26 years of age, married, born in Oklahoma Territory, United States of America, and neighbor of this village at the Hacienda San Francisco; by profession a laborer. Being asked what he desired through his aforesaid appearance here he said: That he knows M. J. Bentley and W. S. Field; that Johnny Mine came up to where he was and supplicated him to go where Bentley was and sign a paper and also that his wife go and sign it; that they both refused to go; that Wah pah che quah came up to him and told them to go to Bentley to sign that paper and again they refused; that a Mexican policeman came and arrested them, taking them to where Bentley was; that he (Bentley) said to them that if they did not sign the paper he would send them to Muzquiz and have them put in jail, saying that they would be taken on foot; that then the declarant and his wife signed the paper to Bentley without knowing then or now the contents of said paper; that they did not want to sign this paper, but they feared being put in jail, as Bentley said he would do; that prior to this he had several of the Indians arrested and placed in jail in Muzquiz, compelling them to go on foot under custody; that he also arrested a considerable number of other Indians, and made them sign the paper referred to; that he also forbade him to talk to G. A. Outcalt or any other white man, and that he should not go out of Mexico, for if he did he would arrest him and have him returned and placed in jail, and that he told his wife the same thing. This he said through his interpreter, and after being read to him and approved he did not sign because he stated that he did not know how.

We give faith.

VICTO. RODRIGUEZ F.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 26, 1906.

Being present the Kickapoo Indian, Homer Anderson, he was duly sworn, through the interpreter, Mr. Pablo Rodriguez, the first named stating that he was 22 years old, married, born in Oklahoma Territory, and an actual resident here. Being asked what he knew with reference to Mr. Outcalt's request, he said: That he knows M. J. Bentley and W. S. Field, who have been at his Indian camp the better part of the last days; Bentley wanted him to sign a paper the contents of which the declarant did not know; that he first sent Johnny Mine supplicating him to sign said paper, which he refused, and then he sent Wa pah she quah with the same request, and then sending a Mexican policeman to arrest and take him to where Bentley was, and he told him that if he refused to sign he would send him to Muzquiz by the policeman and put him in jail, making him go on foot, saying this to him after he was under arrest; that he did not explain to him nor did he know the contents of the paper; that this took place the past week; that Bentley forbade him to visit or talk to G. A. Outcalt or with any other white man from Oklahoma; he also said that he was going to send his name, together with those of others, to Eagle Pass, Tex., so that if any of them left Mexico they would be arrested and returned; that Bentley obligated and arrested other Indians to sign the paper referred to, without knowing what they were signing, nor did declarant know what he signed; that he has been afraid to talk to any person about this matter; that Bentley has been living with an Indian woman called Annie Pecan; her tent is about a half mile southeast of the main camp of the Indians, where

he lives with said woman, and that distance from the camp of any other Indian; that what he has said is the truth, and after being read to him by his interpreter, he affirmed and signed.

We give faith.

VICTO. RODRIGUEZ, F.
HOMER ANDERSON.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 26, 1906.

Being present, the Kickapoo Indian Cha ku sot, he was duly sworn through the interpreter, Mr. Pablo Rodriguez, and stated his name to be as written, 43 years of age, widower, born in Oklahoma, and being a resident of the colony of Nacimiento of this village (probably meant district). Being questioned in the anterior form and whether he is the owner of lands in Oklahoma, he said that he is owner of a farm and a house in Oklahoma Territory; that he knows Mr. Bentley and Mr. Field; that Bentley asked declarant to sign a paper, which he refused to do the first time, and that the second time which he asked him to sign he was at the Central Hotel, and having refused, he sent a servant of Roman Galan armed, who apprehended him and placed him in jail; that afterwards the same person came and took him in a buggy to the camp where Bentley was, who told him that if he did not sign he would send him to prison in Oklahoma for five years, and then he signed without knowing its contents; that Bentley did not offer him any money for his lands in Oklahoma; that Bentley threatened a great many of the Indians that he would send them to jail on foot if they did not sign that paper, and most of them signed it; and he furthermore told them that he was authorized by the jefe politico, Mr. Guajardo, to send them as prisoners to Eagle Pass and leave them there without passage money (return ticket); that Mr. Field does not say or do anything against the Indians, only he keeps in Bentley's company. This he said, and after being read to him he approved, through his interpreter, not signing because he knows not how.

We give faith.

VICTO. RODRIGUEZ, F.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 26, 1906.

Being present the Kickapoo Indian Pa pia thep pea, he was duly sworn through his interpreter, Mr. Pablo Rodriguez, and stated that his name is as written, 36 years of age, married, born in Oklahoma, a laborer, and a neighbor of this place on the estate of San Francisco. Being questioned, he says that he knows M. J. Bentley and W. S. Field; that about the 4th instant he was at his tent or shack at the Indian camp near Muquiz when Wah pa che quah came up and told him to go where Bentley was to sign a paper referring to his Oklahoma lands; that he did not go, and John Pecan came to him and said, "Bentley needs you and wants you to sign a paper;" that he told Pecan he would not go and sign; that then No ten came up and seemed to be very angry and said that I should not sign the paper; shortly afterwards a Mexican, who carried a pistol, came up and took him by the arm and pushed him and made me go to where Bentley was; that he (Bentley) asked him if he wanted to sign, and added "there are two roads here, which do you want to sign (showing two documents)," and he (declarant) said neither of them; that Bentley asked him where he was going to live if he did not sign those documents; that he designated one of them and said that if he wished to remain in Mexico he had to sign, and that if he did not wish to stay he had to sign the other one; that then he touched the pen, and does not know what mark he made, and that then Bentley said, "Now we are all friends;" that he did not then know nor does he now know the contents of that paper, but he understood at the time that it affected the title to his lands in Oklahoma; that Bentley offered him no pay whatsoever for his lands. This he said, and after being read to him through his interpreter he approved, not signing because he stated that he knows not how.

We give faith.

VICTO. RODRIGUEZ, F.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 26, 1906.

In view of the aforesaid proceedings, proceed to the detention of Mr. M. J. Bentley, and having been obtained, take his judicial inquiry and resort to all other necessary process to clarify (adjudicate or investigate) the act denounced by the Kickapoo Indians, giving account of the instituting of this cause to the superior tribunal of justice.

Decreed and signed by second local judge.
We give faith.

VICTORIANO RODRIGUEZ, F.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 27, 1906.

Being present, the detained M. J. Bentley and the interpreter, Mr. Pablo Rodriguez, he was advised, as is required under Frac. 1 of article 158; of the Code of Criminal Procedure, and being generally questioned, stated that his name is as written above; that he is 46 years old, married, attorney, born in the United States of America, resident of Shawnee, Okla., temporarily in this village. It was then made known to him that the object of his detention was that he had been accused by the Kickapoo Indians residing here for fraud in regard to their Oklahoma interests, and that he can name a defender (attorney) at once if he desires to do so. Being asked if he has had trades or business with the Kickapoo Indian McJohnson, if he had to sign a document for Bentley, what sort of a document was it; if he agreed to sign it at once or refused to do it; if he signed it or not, what persons had knowledge of this transaction, intervened in that matter. He replied that he has had no trades or business whatsoever, except that he loaned him (Mc Johnson) \$5, which he still owes; that the Indian Mc Johnson has signed no document which refers to interests; that he did sign a list on which are the names of the Kickapoos who wish to reside in Mexico or return to the United States; that he did not sign the list at once, but returned to his camp and afterwards, after several consultations, he signed it voluntarily; that this took place two weeks ago, more or less, and there were many Indians present, but he does not remember at this moment who they were. Being asked if he ever sent to call him from this village for the purpose of signing this list, by what person; that he never sent to call him; that the other Indians called a council to eject Mc Johnson from the tribe on account of his bad behavior and his blood disease, and that with this object the said Indian came to Muzquiz and here talked to deponent (Bentley) to get him to fix this matter up for him with the other Indians, and he got the matter fixed up finally, and on coming to Muzquiz he learned that some white men had this Indian detained in a room of the hotel and he sent for him (Mc Johnson) by a policeman to let him know that his matter had been fixed with the other Indians, which he had been attending to for him, and also to get him liberated from where he was because they were giving him intoxicants. Being asked if he knew whether the Indian Mc Johnson had been assaulted, and by whom, he responds that he does not know of it. Being asked if he has had trades or business with the Indian Ahtenyetuck; if this Indian has signed a document for him, of what character, and whether the Indian refused to sign it or signed it voluntarily, he said; that the business which he has had with this Indian was to get him credit at a house for \$10 worth; that he has not signed any document, but the list which was referred to at first only, but as this was a matter of choice it was not obligatory, and he remembers that he signed it voluntarily. Being questioned in the same form with reference to the Indian, Homer Anderson, he replied that the business he has had with this Indian was to lend him \$25 or \$30, and that for about a year he has had a \$100 gold from him on interest; that this Indian was present and acted as interpreter for some other Indians to sign the lists referred to and thinks that he, too, signed; that with respect to this Indian he observed since his arrest that some white men told him that he had to appear before the judge to make a declaration respecting the paper which he signed for Mr. Outcalt at the camp; that the list in question was made to ascertain who would stay here (in this camp) and those who wished to go to another camp, so as to arrange vehicles and to make note as to their chattels; that this list was signed by about 160 Indians, only a few being able to write, but the others signed by mark; that, furthermore, this list was intended to let the authorities know which of the Indians would stay and which leave; he stated that in the list there are some who are minors, but their parents gave their consent for them to sign their names. At this stage the declaration is suspended so that it may be amplified if necessary, and after being read to him by his interpreter, Mr. Pablo Rodriguez, and in the presence of the own particular interpreter

of the defendant, he was satisfied, and added, that this list was made at the request of the chief of the Indians, according to their wishes. Signed.

We give faith.

VICTO. RODRIGUEZ, F.
M. J. BENTLEY.
PABLO RODRIGUEZ.
ENRIQUE C. CASTALLANOS.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 26, 1906.

In view of the foregoing declaration, let the defendant and the complainants confront each other. Decreed and signed by the second local judge.

I give faith.

VICTO. RODRIGUEZ, F.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 28, 1906.

Being present, the detained M. J. Bentley and the Kickapoo Indian, McJohnson, being first duly sworn through the interpreter Mr. Pablo Rodriguez, to effect a confronting for the discordance which results from their declarations consisting in setting down (or asserting) the first (Bentley) that the Indian McJohnson has not signed any document for him which refers to interests, and that he did sign a list of those Indians who desired to reside in Mexico or return to the United States, signing this voluntarily; while the Indian Mc Johnson asserts that Bentley took him from the Central Hotel with a policeman by force to the camp, so that he would sign a paper for him (Bentley), which he refused to do, and that for this reason a servant of Roman Galan's assaulted him, making him sign the paper; and calling their attention to this issue well defined, the first (Bentley) said: That it is not true what his confronter asserts, because he was not assaulted in his presence and he asks that he tell what day and hour this occurred and who were present; that he sent for the Indian McJohnson and called him, without force, by the policeman Emeterio Valdez, to let him know that his matter with the other Indians had been settled as deponent has already stated. McJohnson said: That it was not by the policeman Valdez by whom he had been called out of the hotel, but by another who took him all the way to the camp where he was assaulted about the 4th or 5th of the present month, and there were present Pah pah tha pa, Pha na ka tho, Ah nes he ucu, and many other Indians, about 3 in the afternoon, the place being at the home of the Indian chief where said paper was signed; he added that there were present his wife, his mother, and some other relatives, who were crying. After various reconventions which they made each sustained his assertions, bringing to an end this diligence (this step of the proceedings) which was read to them by the interpreter in the presence of Attorney Julio Galindo, who was present at the request of the defendant, and they signed.

We give faith.

VICTO. RODRIGUEZ, F.
MC JOHNSON.
M. J. BENTLEY.
PABLO RODRIGUEZ.
JULIO GALINDO.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 28, 1906.

Being present, the detained M. J. Bentley and the Indian, Homer Anderson, being first duly sworn by the interpreter, Pablo Rodriguez, for the purpose of causing the confronting of them because of the conflict in their statements consisting in the first named asserting that the Indian, Anderson, had signed the list or paper for him voluntarily, and that he has had no other business with him except to lend him money, while Anderson asserts that he was taken to the presence of Bentley by force to sign and that if he refused to sign he would send him to Muzquiz to jail, and that he made him sign that paper without knowing its contents; and being fully appraised of all, they were made known of the conflict of statements, and the Indian stated that the paper which Bentley presented to him he signed voluntarily; that he did refuse at the beginning because he did not know its contents, but that as soon as said Bentley explained it to him he signed without any intimidation or threat whatsoever being made. Being

asked by Bentley why he had given the first statement above, he could give no satisfactory reason, bringing to a close this diligence, which was read by the interpreter, and they who had confronted signed.

We give faith.

VICTO. RODRIGUEZ, F.
M. J. BENTLEY.
HOMER ANDERSON.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 29, 1906.

Now, at 8 o'clock in the morning was received by the undersigned judge, an official communication from Mr. Bernardo Blanco, the judge in charge of this court, in which he states having relinquished the cases of this court because of his absence and he now returns to the discharge of the duties of his office; in this connection he being in charge of this cause and other pending business, the which is made a record.

Give faith.

VICTO. RODRIGUEZ, F.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 29, 1906.

Being present, the Indian Mack Johnson, Mr. Felix Guerra, a person who works for Roman Galan, was shown to him, and said Indian said that said individual went with a policeman who had taken him out of the hotel, and that the policeman turned him over to Guerra, who took him in a coach (hack) to the camp; that the policeman is the one who is actually present now, Emeterio Valdez. This he said, and after being read to him through the interpreter, Mr. Pablo Rodriguez, he was satisfied, adding, that this individual Guerra was the man who struck him the blows which he referred to in his statement, and signed.

We give faith.

BERNARDO BLANCO.
MACK JOHNSON.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 29, 1906.

Being present, policeman Emeterio Valdez, and being duly sworn, states that his name is as written, aged 45 years, married, an officer of this locality. Being questioned according to this matter, he said: That he did at the request of Bentley go and call the Indian to take him to his family; he went into the Hotel Central and brought the Indian out and delivered him to Bentley and Felix Guerra, and he knows no more. This he said, and being read to him he approved, not signing, because he stated he knew not how.

I give faith.

BERNARDO BLANCO.
A. A. FALCON.
A. F. WALS.

MUZQUIZ, June 29, 1906.

Being present, Felix Guerra, he was sworn in due form, and he stated that his name is as written, of 70 years of age, a widower, laborer, and of this place. Being questioned in this matter, he said: That after the policeman took the Indian, Mack Johnson, out of the hotel, he, in company with Mr. Bentley, went with the Indian in a hack, and after buying some things they went to the camp in Mr. Bentley's hack, the deponent being in the service of Bentley; that the following day Bentley, German Sanchez, and the deponent went to the house of Mack Johnson and there the first named and the Indian talked, but the witness did not understand any of it, as the talking was in English; that from there they went to the houses of other Indians and they talked of matters which he did not comprehend, and no one was with Bentley but the witness and Sanchez, who were armed with pistols, because they were at the Indian camp, but not in the character of police; that there was no disturbance whatsoever nor anyone assaulted; that the Indian when he was taken out of the hotel was drunk. Being

asked if he knows or saw Mack Johnson sign a paper for Bentley, he said: That he did not see it nor does he know. This he said, after which it was read to him and he approved and signed.

We give faith.

BERNARDO BLANCO.
FELIX GUERRA.
A. A. FALCON.
A. F. WALS.

C. JUEZ, 2^o local (second local judge):

M. J. Bentley, American citizen, in the process directed against me by that court, by virtue of an accusation against me by the Kickapoo Indian named Mack Johnson, before you make appearance and respectfully say: That, according as I am able to understand, my accuser imputes to me the act of having obliged him to sign a document by force by which he pretends that he transferred to me certain properties which he owns in Oklahoma Territory, United States of America. In my inquisitorial declaration I explained to the court under your honor's charge that the document in question did not make such a transfer, but it was simply a list prepared to take the vote of those Indians who had emigrated from Oklahoma to Mexico who desired to settle here and sell their holdings in the Territory referred to, with the object of forming a common fund and acquiring certain properties in the Republic of Mexico for the sustenance of the tribe. In proof of my assertion I now exhibit the list which has been referred to, asking the court to have it shown to the accuser, Mack Johnson, and order him to say if that is the document referred to in his declarations, and also to say whether he recognizes as his writing his name as it appears on the second page of the list. I ask also that said list be exhibited to whatever of the witnesses who have referred to it in their declarations to the end that they may say whether the conveyance referred to has been made therein as stated. As the writing at the head of the list is in English and it is of the utmost importance that the court know its significance, I pray that it be immediately translated into Spanish by such clerk as the court may designate. My petition being made as of right to you, honorable judge, I beseech that you make proper provision therefor, in the conception that in addition to the customary pretexts I make the formal one of not recognizing in that court more jurisdiction than it has in law.

M. J. BENTLEY.

MUZQUIZ, June 29, 1906.

Received at 9 o'clock of the morning of its date.

Witness.

[Rubric.]

At the margin. Second local judge, Muzquiz, Coahuila.

MUZQUIZ, June 29, 1906.

Having been presented, in all as a matter of right, with the accompanying lists, make the presentations of these to Mack Johnson and to the other witnesses, as is requested therein. Decreed and signed by the second local judge.

We give faith, add to the antecedent.

BERNARDO BLANCO.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 29, 1906.

Present, Mr. M. J. Bentley, and the following order was made known to him, and, as being fully informed, he signed with the witness, M. Pablo Rodriguez.

I give faith.

BERNARDO BLANCO.
M. J. BENTLEY.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

Following on, let it be added to the cause.

Witness.

[Rubric.]

MUZQUIZ, June 29, 1906.

For the purpose of causing confrontal I caused to appear Mr. Felix Guerra and the Indian, Mack Johnson, for the conflict which is noted in their declarations, consisting in the Indian asserting that Guerra was the person who struck him the blows, and he

says that there were no difficulties or blows struck, and after calling their attention to this conflict Johnson affirms that this is the man who struck him the blows, there being present many Indians, but he does not remember that there were any Mexicans present, and Mr. Guerra states that it is not certain (true) what his confronter asserts, and each one sustaining his statement this proceeding is terminated, Mr. Pablo Rodriguez being present as interpreter, signing.

We give faith.

BERNARDO BLANCO.
FELIX GUERRA.
MACK JOHNSON.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 29, 1906.

Present, Mr. Herman Sanchez; being duly sworn, he stated his name to be as is written, 30 years of age, married, laborer, and of this locality. Being questioned as to the matter to which he had been cited, he said: It is true the citation that Mr. Felix Guerra made of him that he and witness were together with Bentley at the houses of various Indians, but witness did not know what they were talking about, because they were speaking in English, but neither did he see any one fall out (quarrel), nor were any ones assaulted. That they were also at the house of Mack Johnson; that this Indian, as also various others, he cited at the request of Bentley, for whom he was working, and they were cited to the house of the Indian chief; that this Indian was one of those cited to appear and sign some papers, and witness saw this Indian and others sign voluntarily without being compelled to do so, but he does not know what kind of papers they were, and when they signed there were many Indians present. He repeated what he has stated and after reading to him he approved, not signing because he stated he knows not how.

We give faith.

BERNARDO BLANCO.
A. A. FALCON.
A. F. WALS.

MUZQUIZ, July (June?) 29, 1906.

Present, the Indian, Mack Johnson, by virtue of the request of Mr. Bentley in his petition, and the lists presented were shown to him, and having seen them and recognized them, through the interpreter, Mr. Pablo Rodriguez, he said: That these are the papers which he signed, and having found his name on said lists he said that he put it there. Being asked if he had signed any other papers than those shown him, he said no. Being asked if he signed these papers voluntarily or by force, he said that Mr. Bentley compelled him to sign. This he said, and after being read to him by his interpreter he affirmed and ratified and signed.

We give faith.

BERNARDO BLANCO.
PABLO RODRIGUEZ.
MACK JOHNSON.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 29, 1906.

Present, the Indian, Ah ten ye tuck, through his interpreters, Mr. Pablo Rodriguez and Tom Smith, Kickapoo Indian, and being first duly sworn, the lists presented by Mr. Bentley were shown to him and he was asked if these were the ones he signed, and he said that they were; that he put his hand on the pencil to make his mark. Being asked if he had signed any other papers besides these shown him, he said that these are the only ones he has signed. Being asked if he signed voluntarily or was compelled to do so, he said that he was obliged to do it by Mr. Bentley, who told him that if he did not do it he would have him arrested. This he said, and after being read to him through the interpreters he affirmed and ratified, not signing because he stated he knows not how, as did also the Indian interpreter.

We give faith.

BERNARDO BLANCO.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 29, 1906.

Present, the Indian, Cha ku sot, through the interpreters, Mr. Pablo Rodriguez and the Indian, Tom Smith, and being first duly sworn, the lists presented by Mr. Bentley were shown him and he was asked if these are the ones he signed, and he said that they appear to him to be the papers he signed. Being asked if he had signed any others, he said that he had not. Being asked if he signed voluntarily or was compelled to do so, he said that Mr. Bentley forced him to do so, threatening to have him placed in prison for five years if he did not sign. This he said, and the same being read to him by the interpreters he affirmed and ratified, not signing because he stated he knows not how, as did also the Indian interpreter.

We give faith.

BERNARDO BLANCO.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

MUZQUIZ, June 29, 1906.

It is made known that at the head of the list presented by Mr. Bentley, and which was translated by the interpreter, Mr. Pablo Rodriguez, the reading is as follows: "List of the Kickapoos of Oklahoma, now in Mexico, the adults of whom elect to transfer shortly their holdings of lands which they have in Oklahoma to a common fund with which to buy suitable lands in Mexico on which to reside, to own them in common or the manner most satisfactory as may hereafter appear." The which is made a part of this record as is requested by the accused.

We give faith.

BERNARDO BLANCO.
PABLO RODRIGUEZ.
A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 29, 1906.

Having reviewed (seen) this accusation made against M. J. Bentley by the Kickapoo Indians, McJohnson, Homer Anderson, Ah tem y tuck, Cha ku sot, and others, represented by Mr. J. A. Outcalt, as representative of the United States of America; that the inquisition of the accused was had and he was made known of the charge against him (the cause of his detention), and considering that the delicto (crime or wrong) which is charged to him has not been proved, according to the proofs and declarations which exist in this house; that in this conception the imprisonment of the accused should not be ordered in the judgment of the undersigned judge, and for the same reason the absolute liberty of the accused should be decreed, subject to what the superior may decree to whom this proceeding will be accounted. For what has been stated it is resolved:

First. M. J. Bentley is declared at liberty, subject to what the superior may decree.

Second. Notify and remit this cause to the court of letters in term for its action.

The second local judge, Bernardo Blanco, so ordered it and signed.

We give faith.

BERNARDO BLANCO.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

MUZQUIZ, June 29, 1906.

This day being present the detained M. J. Bentley, through his interpreter, Mr. Pablo Rodriguez, was made known of the finding aforesaid, and after understanding said that he hears and he signs.

We give faith.

BERNARDO BLANCO.
M. J. BENTLEY.
PABLO RODRIGUEZ.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

Following, this 29th day of June, 1906, the aforesaid finding was made known to the alcalde (detaining officer) and the copies were made according to law, the alcalde not signing because he stated he knew not how.

We give faith.

BERNARDO BLANCO.
A. A. FALCON.
A. F. WALS.

[Rubrics.]

The 30th of this same (month) was received this cause at the village of Muzquiz at 12 noon, at which place was held the court by telegraphic order from superiors received last night.

Witness.

[Rubric.]

The 30th of June, 1906, constituted the first court of letters of Monclova at this village of Muzquiz. J. A. Outcalt was caused to appear for the purpose of amplifying his declaration, and being first duly sworn, which was duly done through the official interpreter of the district, Mr. Alberto Lobo, he was interrogated in general, and he repeated what he had already declared, adding that he is 49 years of age. Being expressly interrogated as to whether the documents, which are to be found on pages 15 and 16 of this record, exhibited by Mr. M. J. Bentley, have any legal force in the United States of America or transfer any right or obligation, he replied, after examining them and ascertaining their contents, that they have no value whatsoever or any legal force in his country. Being asked if he desires that they proceed against Mr. Bentley or whether he charges any crime, he replied that he had caused these proceedings to be instituted solely to show to the United States Government, in whose name he came, that the said Mr. Bentley is deceiving the Indians who reside in the jurisdiction of this village, for the purpose of causing them to sell him their properties which they own in Oklahoma Territory at a low price, notwithstanding the high value which these properties have in that place, and for this purpose he now asks for a certified copy of the record of these proceedings to send to his Government for such action as they may desire in the premises. After which this step of the proceeding was terminated, and being read to the declarant by his interpreter he affirmed and signed.

I give faith.

At the margin a seal, Juzgado lo de letras del distrito de Monclova, Coahuila.

F. VALDEZ LLANO.

G. A. OUTCALT, *Asst. U. S. Atty.*

ALBERTO LOBO.

CARLOS RIOS.

[Rubrics.]

The 1st of July, 1906, the person of the court and the interpreter, Mr. Alberto Lobo, returned to Monclova.

Witness.

[Rubric.]

MONCLOVA, July 4, 1906.

Return this cause to the first local court of the village of Muzquiz to carry out the following:

First. Recall Mack Johnson to see if he bears marks of having been assaulted as he states in his declaration.

Second. Examine the same Johnson under oath as to what persons witnessed the fact of his having been assaulted, examining those persons who may be indicated by him.

Third. Examine Mr. L. C. Grimes and the other person referred to by Johnson in the declaration at the first page of the citation which he answered.

Fourth. Issue all process that is necessary from what develops out of the above.

Fifth. As is solicited by Mr. Bentley, make him certified copies, at his cost, of the declarations made by the Indians presented to the court and of his own declaration, making also copies of such other parts of the record as he may request.

At the proper time return this record for such further decree as may be necessary.

Decreed and signed by the first judge of letters of the district.

I give faith.

VALDEZ LLANO.

CARLOS RIOS, *Secretary.*

[Rubric.]

In consequence this is remitted and noted.

Witness.

[Rubric.]

MUZQUIZ, July 26, 1906.

This is a copy taken from the original, which is in this office (court).

RAFAEL ELIZONDO,
The First Local Judge.

FRANCISCO AGUIRRE.

A. FALCON.

EXHIBIT No. 115 [Goode].

EAGLE PASS, TEX., June 25, 1906.

STATE OF TEXAS, *Maverick County*, ss:

Personally appeared before me, the undersigned authority, Russell Johnson, of lawful age, who, being first duly sworn according to law, deposes and states: That he is a legal resident of Pottawatomie County, Okla.; that during the month of May, 1906, affiant went from his said home in Oklahoma to Eagle Pass, Tex., and to Muzquiz, Coahuila, Mexico, for the purpose of buying land from the Mexican Kickapoo Indians residing in Mexico, but whose allotments were in Oklahoma.

Affiant further states that on or about the 11th day of June, 1906, he (affiant) and D. M. Beatty called at the office of the American consul at Ciudad Porfirio Diaz, Coahuila, Mexico, to consult with said consul relative to the taking of acknowledgments to deeds from the Indians aforesaid for their (the Indians) lands in Oklahoma; that affiant found that the consul, Mr. Martin, was absent from his office and that the vice-consul, Mr. J. A. Bonnett, was in charge of the consul's office; that affiant and the aforesaid D. M. Beatty stated their business to the said Mr. Bonnett, advising him (Mr. Bonnett) that they (affiants) understood that he (Mr. Bonnett) had made arrangements to go to the place where said Indians reside, it being near the town of Muzquiz, Coahuila, Mexico (about 12 miles distant), for the purpose of taking acknowledgments to the Indian deeds; that Mr. Bonnett, aforesaid, replied in substance that he (Mr. Bonnett) had promised M. J. Bentley that he (Mr. Bonnett) would go to Muzquiz for the purpose aforesaid and that the said Mr. Bentley was to pay all of his expenses (Mr. Bonnett's expenses) of said trip to Muzquiz.

Affiant further states that he and the aforesaid D. M. Beatty further asked the said Mr. Bonnett if he (Mr. Bonnett) would give them a square deal in the taking of said acknowledgments at Muzquiz, meaning to ask if Mr. Bonnett would give them the same show as M. J. Bentley; that Mr. Bonnett replied in effect that the only man he (Mr. Bonnett) knew at Muzquiz was Mr. Bentley; that he (Mr. Bonnett) did not know the Indians and did not know affiant or the aforesaid D. M. Beatty, and implied that, while he would take acknowledgments for any person, he would have to depend upon Mr. Bentley to identify the Indians.

Affiant further states that the said Mr. Bonnett produced a copy of a letter from the files of his (Mr. Bonnett's) office which was purported to have been written by the said Mr. Bonnett to the said Mr. Bentley a few days previous; that the said Mr. Bonnett read extracts from said letter to affiant and the aforesaid D. M. Beatty, which extracts showed in substance that the said Mr. Bonnett had advised the said Mr. Bentley that he (Mr. Bonnett) could not go to Muzquiz, as previously arranged, for the reason that the consul was absent from the office, and suggested that Mr. Bentley make arrangements with a Mr. M. Q. Marsh, consular agent at Sierra Mojado, Mexico, to go to Muzquiz for the purpose aforesaid.

Affiant further states that either the extracts from said letter showed, or else that Mr. Bonnett advised him (affiant), that he (Mr. Bonnett) had also written the aforesaid Mr. Marsh relative to his (Marsh) going to Muzquiz for the purpose aforesaid.

Affiant further states that the statements and actions of Mr. Bonnett indicated that he (Mr. Bonnett) was friendly to Mr. Bentley in the matter of getting deeds from the Indians.

RUSSELL JOHNSON.

Subscribed to in my presence and sworn to before me this 23d day of June, 1906.

[Seal.]

A. H. SCHMIDT,
Notary Public.

My commission expires June 1, 1907.

EXHIBIT No. 115½.

In the Indian camp, on the San Francisco plantation, on the 7th day of June, 1906, before the subscribed witnesses, appeared on the one part Messrs. _____, _____, originally of _____, and neighbors of _____, United States of America, and on the other part the North American Indians _____, _____, originally of Oklahoma, United States of America, and neighbors of the above-mentioned Indian camp, and said to have concerted a contract to sell certain lands; and for the purpose of making this instrument public within the term of six months, commencing to count from this date, stipulate the following:

First. That these Indians are owners of some lands situated in the Territory of Oklahoma, United States of America.

Second. That as proprietors sell lands unto ———.

Third. That said lands are free from all kinds of responsibility and gravamen.

Fourth. That the price of said land is \$—— in silver or gold coin, Mexican or American, paid on the act, before or in installments.

Fifth. That this minute shall be deposited in the notary public's office where the contract is to be made to legalize this sale.

Sixth. That in the event of making this minute a public instrument it must contain precedence of the land; its extension, if known, and its limits; the declaration that the price obtained is just; and the transmittal of property and all improvements, uses, and any and everything that rightly corresponds; the obligation of eviction; and,

Seventh. That ——— declare they accept basis of foregoing contract; that all parties concerned bind themselves, their present and future goods, to comply with the above contract.

Authorized and subscribed to before witnesses of age.

I, Carmen Conine, hereby certify that I speak and read well and correctly both the Spanish and English languages, and the above and foregoing is a correct, complete, and true translation of the attached instrument written in Spanish.

CARMEN CONINE.

EXHIBIT No. 116 [Goode].

EAGLE PASS, TEX., June 4, 1906.

DEAR GEORGE: Have not received any further instructions yet from Department. Russell Johnston did not send your message to Mr. Scothorn until he reached here and turned it over to me to send. I took the liberty of adding a little to it in order to have Scothorn better understand matters here and with my recommendations to Interior Department. The message I sent read as follows:

SCOTHORN, *Guthrie, Okla.*:

Bentley interfering with our work every way possible. Arrested interpreter to-day. Claims to have been sent here by Government. Best Mexican attorneys urge that we visit Mexico City with small delegation of Indians and lay whole matter before Diaz, requesting that he appoint a commission to go to Muzquiz immediately and take up whole matter under Mexican laws. Thackery has made similar request to Interior Department. This would open up matters for prosecution in the United States.

OUTCALT, *Assistant Attorney.*

On Sunday morning I had a conversation of several hours with Mexican district attorney for this part of northern Mexico. He requested that our conversation be strictly confidential; but after fully understanding whole situation at Muzquiz he said not to employ any attorney, but to keep whole matter strictly to ourselves and slip out a few (five, say) of most reliable Indians who have been residing at Muzquiz for some time and take them immediately to see Diaz, asking him to send a commission to take full control (for Mexican Government) of whole Kickapoo situation at Muzquiz. The district attorney is very sure that Diaz will readily respond to this request when he understands the whole situation.

No person but you and I should know of this plan for the present. In the meantime you should get as many of the Indians up here to Eagle Pass as possible by working with those other white fellows at Muzquiz.

Grimes would be your best help in getting the Indians out. The district attorney suggested that they take the train at Sabinas rather on the quiet. That one man should be there to get them on the train and one up here and that the others should remain at Muzquiz ignorant of whole matter. All proper debt will be paid at Muzquiz, but it is the desire to have them properly investigated by this commission before they are paid. Be very careful what you do. I think that a good delegation to take to Mexico City would be Pah pe ah she (the man who drove us in from Indian camp), Ah ne she nen ne, Willie Murdock (now here), Chah ko sot, and either Ah ten y tuck or Ah kis kuck. We would have to take either Mack Johnston or Thos. Alford as interpreter—preferably the latter. As stated before, it is of particular importance that no one know of this trip until our mission is accomplished, for it would just give them a chance to better fortify themselves.

Sincerely,

THACKERY, *Superintendent.*

EXHIBIT No. 117 [Goode].

DEPARTMENT OF JUSTICE,
Washington, April 20, 1906.

JOHN W. SCOTHORN, Esq.,
United States Attorney, Guthrie, Okla.

SIR: I send you herewith additional papers in the matter of Martin J. Bentley, which, in my communication of the 12th instant, you were instructed to have investigated. These papers consisted of Mr. Bentley's statement before the Senate Committee on Indian Affairs and a letter from Francisco Valdez.

I have received your telegram stating that Assistant Attorney Outcalt has been assigned to investigate this matter. Please keep me informed as to the progress of the investigation.

Respectfully,

M. D. PURDY,
Acting Attorney-General.

MUZQUIZ, March 28, 1906.

President ROOSEVELT, Washington.

DEAR SIR: I desire to call your attention to one Martin Bentley, who says he is the lawyer and the agent for the Kickapoo Indians who live upon the land of the San Francisco plantation of this municipality, and who has done a bad part by these poor people and dreadfully deceived them.

He bought for them six days of water with its cultivable land on this same plantation, and then deceived them, stating that while the cultivable land was small, nevertheless the entire summer pasture (el agustadero) would be theirs. The summer pasture of this plantation comprises an area of ground that belongs to five associates. Besides this, he further deceived them. The document for this right of six days of water which he bought was made out to him and not to the Indians. His insincerity is at once apparent, for if the money was of the Indians, why does he not turn the document over to them. I address myself to you, Mr. President, because I am the friend of some of these Indians, and I am distressed that they should be deceived, and I trust that with your great influence their attorney may be changed, so that they may be better treated.

Very respectfully,

EXHIBIT No. 118 [Goode].

DEPARTMENT OF THE INTERIOR,
INDIAN SCHOOL SERVICE,
Washington, D. C., October 11, 1905.

The COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

SIR: In compliance with instructions contained in office letter of June 14, 1905, relative to purported sales and probable fraudulent conveyances by certain members of the Kickapoo tribe in Mexico of allotted lands in Oklahoma, directing me to go to the City of Mexico, confer with the representative of the United States there, and through him obtain the necessary commission to visit the Mexican Kickapoo Indians in Mexico, and also to invoke such assistance as the Mexican Government could afford to give, etc., I have the honor herewith respectfully to submit my report.

In the above-mentioned letter of instructions, page 1, is the following:

"In a letter dated April 6, 1905, Mr. Frank A. Thackery, superintendent of the Shawnee Indian School, called the attention of this office to a clause in the Indian appropriation act for the year ending June 30, 1906 (Public—No. 212), authorizing and directing the Secretary of the Interior to issue patents in fee to O ke mah and his wife, Thithequah; Wah nah ke tha hab, No ten, Tah pah thea, Shuck e quah, and Ne con o pit, members of the Kickapoo tribe heretofore allotted land in the Territory of Oklahoma, for lands so allotted to them, and the restrictions as to sale, incumbrance, or taxation were removed by said act."

Again, on page 4 of said letter, the following instructions appear:

"It is the desire of the office to have you obtain all the information possible concerning the Kickapoos now in Mexico, their general condition, their exact location, their occupation, their future prospects, their standing before the laws of that nation, and the number of these Indians, and you will also determine whether they are acceptable additions to the population of Mexico. In addition to this you will be expected to obtain specific information in regard to the deeds herein mentioned. Mr. Horace

Speed, United States district attorney for Oklahoma, has this day been requested to write you, care of the American embassy, giving you as specific information as possible concerning the testimony and evidence that will be necessary to enable him to institute proceedings to set aside these conveyances, the form in which it should be prepared, and any other suggestions which, in his judgment, may be thought advisable or helpful in the matter. You will please consider his instructions as of as great importance as those from this office and endeavor to carry them out strictly."

I herewith inclose the letter of Hon. Horace Speed (inclosure No. 1), dated June 24, 1905, and will state that as far as possible it has been my endeavor to follow out these instructions to the letter.

In my letters to your office of July 3, 7, 17, 22, 25, August 7, 15, and 18, I endeavor to report progress, but as a résumé, will state that leaving Albuquerque, N. Mex., June 23, the City of Mexico was reached June 27. On the following day a conference was held with our American ambassador, Hon. E. H. Conger, who had been fully advised through the State Department of my visit, as well as the nature of the investigation with which I was charged.

Mr. Conger at once formulated a letter to the Hon. Ignacio Mariscal, minister of foreign relations in Mexico, relative to my work, and requested such aid on the part of the Mexican Government and its officials as could be properly invoked. After several personal conferences between the officials of the American embassy and the department for foreign affairs, the ambassador was advised by letter that formal instruction had been issued to the governor of Coahuila relative to my work, and at the same time I was furnished, through the ambassador, with a private letter of introduction (inclosure No. 2) from the minister of foreign affairs, to the Hon. Miguel Cardenas, governor of the State of Coahuila.

On the day that I received this letter last above named I left Mexico City for Saltillo, the capital of the State of Coahuila, accompanied by Mr. Arthur C. Wheatley, of Mexico City, as Spanish interpreter. Mr. Conger insisted that it would be absolutely necessary to have a Spanish interpreter, and Mr. Wheatley was employed.

With Governor Cardenas I had two interviews, both by appointment, one on the 17th and one on the 18th of July, at each of which the facts relative to the Mexican Kickapoo Indians from his view point was thoroughly discussed. The governor said in substance (Inclosure No. 3):

"That those Indians who had been in Mexico for a long while were regarded as Mexican citizens, but those who had come more recently were regarded as of the United States; that the Mexican authorities viewed the whole of these Indian colonies with much disfavor, as their settlements, if such they could be called, were a menace to the peace of the State; that the Indians had never settled to work, but had roamed the northern portion of the State at large, shooting game, etc.; in the earlier days this had small effect, but now there was an endeavor to keep them on their own grounds, but this was difficult, as proprietors of lands would give the Indians permission to hunt game and they would wander off; that the lands upon which the Indians had been originally settled (referring to the Nacimiento, a federal reservation—under the control of the federal authorities, about 2 miles from Muzquiz, in a southwest direction), were some of the best agricultural lands in the State, being in the valley with a large river and controlling the sources of water, so that irrigation was easily arranged; other ground was suitable for stock raising; to neither of these avocations would the Indians dedicate themselves, but would only hunt game; as a whole these Indians were vicious in their habits, drunken, and troublesome; and that the State would most gladly be rid of them, as they were no benefit—on the contrary, a detriment.

"Last year there was a fresh arrival of Indians from Oklahoma, and they were so heavily armed and such a nuisance that the federal authorities were asked to aid the State in disarming them. This was started, but on further consideration it was seen that this might bring on serious trouble, so it was decided to do this little by little. The newer arrivals are heavily armed, have money, and at times practically take the town of Villa Muzquiz—get drunk and are very troublesome.

"He said he proposed to take up with the federal authorities the matter of getting those of the Indians who may be American citizens removed by arrangements with the United States. On the whole, he said he would be most pleased to make a present to the United States of the whole lot, not only of the United States but also as well those that are considered Mexican citizens."

Governor Cardenas furnished me with letters of introduction to the juez de letras (Hon. Lic. Francisco Valdez Llano) at Monclova, and also to Deputy L. Alberto Guajardo, presidente of the municipality of Villa Muzquiz (see inclosures Nos. 4, 5, 6, 7).

At Monclova two days were spent in examining the records of lands and titles and in conferring with Judge Llano as to details relating to our further work (see inclosure

No. 8). At his suggestion a form of petition was drawn up, such as would be required to come before him for authority to take depositions or testimony, and after making some minor changes therein he approved the form.

Mr. Wheatley and self arrived at Muzquiz on Saturday, July 22, at about 11 a. m. Mr. M. J. Bentley came in on the same train, with three white men and an Indian woman. From his statements it appears that he was on his way to Washington, but when he reached St. Louis some one in Washington telegraphed him as to my whereabouts and he started at once for Muzquiz. Of this matter, see my letter to the Office of July 22. As soon as I arrived at Muzquiz I went at once to the office of the presidente and deputy (L. Alberto Guajardo) to confer with him upon matters relating to the investigation. He had been duly advised of our coming and the object and purpose of my commission and entered heartily and enthusiastically into every detail looking to its successful accomplishment.

From the statement of Presidente Guajardo, it appears that almost immediately after the arrival of Mr. Bentley he had been actively engaged in inciting trouble among the Indians, who appeared to be very much excited, and he had found it necessary to order Mr. Bentley's detention at police headquarters. The story that Mr. Bentley was circulating, as given to the presidente and myself, was that he had just received a telegram from Shawnee saying that I was there to compel by force, if necessary, the return of all the Kickapoos to the United States. The intention of Mr. Bentley was, as I fully believe, to induce the Indians to scatter to the mountains, so that our efforts to obtain testimony would be fruitless. This plan and purpose would have succeeded had not the presidente sent word by his captain of police that certain Indians, naming them, were not to leave their camp without his permission. In this connection it may be stated that the Indians have a very wholesome respect for Mexican authority, and particularly for Presidente Guajardo, who is known to be fair, impartial, and very strict. His word is law with the Kickapoos, and notwithstanding Bentley, they dare not disobey him.

From the further statements of Mr. Guajardo, it appears that he is thoroughly acquainted with Mr. Bentley and knows him, as he stated to Mr. Wheatley and myself, to be a schemer and a scoundrel. While, for good reasons, he did not wish to be involved in this investigation, he made a statement as to Bentley's venality and gave me permission to refer to him as a voucher for its truth. He stated that last year Mr. Bentley, accompanied by a lawyer named Elizondo, came to his residence about 1½ miles from the city and there offered him quite a considerable sum of money as a bribe if he would make a report favorable to the settlement of the Kickapoo Indians on the federal colony at Nacimiento. After the proposition was submitted, the presidente ordered these two men from his house and told them any further business they might have with him must be discussed before witnesses at the presidencia. (See Mr. Wheatley's statement, inclosure No. 9). The presidente also said that Mr. Roman Galan, with whom Bentley is associated, is a man without reputation or honor; that before his association with Bentley he was considered and known to be a poor man, having a small store, whose stock of goods, all told, would not amount to more than \$200, American money, but that since his connection with Mr. Bentley he has bought his horses and carriage, is able to travel around the country at considerable expense, and claims that the Indians owe him several thousand dollars in Mexican currency. It may be proper to state that only recently Mr. Galan was arrested, imprisoned, and fined \$50 in Mexican money for furnishing liquor to Indians without license.

Subsequent to Mr. Bentley's detention, the presidente informed me that for good and sufficient reasons he had placed him in "incomunicado," where he remained until July 28, 1905, when, through the personal efforts and, as I fully believe, to serve the personal ends of the United States vice-consul at Ciudad Porfirio Diaz (Mr. Bonnet), he was released. (In a letter to Ambassador Conger of July 30 last I brought this matter to his attention. See copy of letter to Mr. Conger and his reply thereto marked "inclosure 10.")

Upon the afternoon of arrival at Muzquiz the presidente (Mr. Guajardo) arranged for a conference with some of the leading Indians to take place at his residence, about 1 mile distant from the villa. At this conference, Wah pe che quah, one of the Indians, asked us if it was true, as Mr. Bentley had reported, that we (referring to Mr. Wheatley and self) were there to force the Indians to go back to the United States.

On the day following, Sunday, Mr. Guajardo accompanied us to the Indian camp, about 7 miles distant from Muzquiz, where the statements of certain Indians were taken relative to the disposition of their allotments in Oklahoma. (See inclosure 12.) Before these statements were made, the presidente, both at his residence and at the Indian camp, fully explained to the Indians that the Mexican and United States Governments were working together; that my work was carried on under the supervision of the Mexican Government, and that they would be expected to tell the truth.

By referring to their statements herewith (inclosure 12) when compared to their statements under oath (inclosure 19), it will be seen that in many instances there is quite a discrepancy. I am not sure whether this was owing to faulty interpretation (Mr. Jones did not arrive until July 29, 1905), or whether other influences accounted for the same.

In inclosure 11 will be found notes by Mr. Wheatley as to land records, etc.

Formal petitions in each case were filed with the Juez de Letras, at Monclova, as follows: July 23, 1905, for citation of the Indians; July 26, 1905, for citation of Mr. M. J. Bentley; August 18, 1905, for citation of Mr. Roman Galan.

Especial attention is called to the foregoing petitions, together with the interrogatories and answers to the same for the Indians. These papers were first submitted in Spanish, and afterwards translated by Mr. Arthur C. Wheatley, the questions and answers being his interpretation. (See inclosures Nos. 13, 14, 15, 16, 17, 18, 19, 20, 21, 22.)

As your office will observe, the manner of taking all testimony before the Mexican courts at Muzquiz was by depositions, and we were confined strictly to the questions. In some respects this was very unfortunate, as many questions suggested themselves as the inquiry progressed, but all answers as made were made to the questions included in the petitions. It will be noted also that many of the questions remain unanswered by the Indians. In many cases the Indians failed to answer either from lack of knowledge, which was generally the case, or from indisposition. The judge did not feel like forcing them or compelling them to answer, as it was deemed best by every means and by kindness to get at the truth relative to the sale of the said seven allotments. A careful review of the testimony will show that all material facts have been disclosed. From the evidence of the Indians I judge that among some of the older ones there was an undefined unrest and desire to return to Mexico; that this was made to take a definite form by exterior pressure, which brought about their removal to Mexico. This pressure was brought about by Martin J. Bentley, who expected to utilize the movement to control their lands in Oklahoma. He succeeded in getting control of these Indians and their lands evidently under promise to secure for them a settlement in Mexico—at first at Nacimiento colony, afterwards elsewhere.

The evidence is very clear that every one examined was under the impression that there was land he or she would receive in Mexico, and that when signing away their Oklahoma property they believed they were signing papers relating to an exchange, and not to a sale of their land; none knew of the contents of the documents they signed, nor their effect; none knew the consideration mentioned in their deeds, but all believed that they would receive land in Mexico equal to that in Oklahoma. They all knew that they could not dispose of their allotments in Oklahoma, and, with one exception, none knew that Congress was about to remove, or had removed, the restriction in regard to the sale of their allotments; furthermore, none knew what their allotment was worth. With one exception, it appears from the testimony of these Indians that Mr. Bentley neither explained to them the value of land in Oklahoma nor gave them any idea whatever as to what their own lands were worth. It is admitted by some of the Indians that they received small payments at the time they signed papers in Eagle Pass relating to their land, but none of them appeared to think that this money was received as payment, or part payment, or on account of the land.

It is clear that their desire to get away from Oklahoma, their ignorance of business, and of the value of their property in Oklahoma, and of the real conditions in Mexico, were mainly utilized to dispossess them of their allotments; that the person who took advantage of these conditions was Mr. Bentley, in whom they seem to have a blind confidence; that up to this time they have not received any consideration whatever for their land, neither in money, lands, or goods, and they do not know what they are to get, outside of an indefinite piece of land.

As the signatures to the deeds were obtained by misrepresentations and none knew the contents of the deeds, and no consideration has been given these allottees, I consider them as obtained by fraud; hence of no value. I would also state that each witness fully understood the questions which were put to them and completely understood his reply, and confirmed the statement as he made it and the way it was written down, as the examining officer in each case read the reply of the witness, which was translated to him or her, not alone by the two official interpreters, but by a Spanish-Kickapoo interpreter that they (the Indians) brought with them, one who understood both the Kickapoo language and the Spanish language.

Although some admitted some payment at the time of signature, there was not one who admitted the payment as being on account of their land. They view it as a present or gift, and so understand these payments.

Taking up the individual cases, it appears that according to the deeds, of which I have obtained certified copies (see inclosures Nos. 23, 24, 25, 26, 27, 28, 29, 30, 31, 32)

(under the advice and instruction of Horace Speed, United States attorney), that first upon the material points, Okemah states:

"That nothing was told him of the value of the lands in Oklahoma at the time of the sale; nor when he signed the deeds did they explain how much they were paying him for his lands; that Bentley did not tell him anything regarding the value or price he (Bentley) had to pay him; that he received from Mr. Bentley 200 gold and 200 Mexican silver; that the payment for his allotment was to be by exchange for land in Mexico; that he has not received the land, nor does he know where it may be; that the 200 gold and the 200 silver he understands he received on account of his allotment in Oklahoma. (The consideration named in Okemah's deed is \$8,000.)

"Thithequah, his wife, states: That no one told her anything of the value of the land in Oklahoma, nor when the documents were signed in Eagle Pass; her husband told her that her land was exchanged for other land in Mexico; that her husband arranged the matter and nothing was explained to her; she says that she received nothing; her husband received from Mr. Bentley \$150 Mexican. (The consideration named in Thithequah's deed is \$5,000.)

"Wahnahketha says: That they told him nothing of the value of the land in Oklahoma; that they told him the value of his land was \$10,000, but that he was not to receive money but land in Mexico; that Mr. Bentley made him these statements; that he has not received money, nor has he sold his land; that which he has done is to propose (offer) his land in Oklahoma for exchange for land here; that he was not to receive any money, but land in Mexico in exchange for his land in Oklahoma; that he has not received any land and does not know the reason why; that if they comply with what was offered (their agreement) he is satisfied; he says that he has not signed any deed nor have they made him any notification of information as to the paper signed; that he signed a document for the exchange of his land, he and his wife here in camp; but they have not sold it (the land) and have not yet received the land in exchange; that Mr. Bentley presented them the document referred to and they signed it, putting the hand on the pen in symbol of signature, but without other witnesses than the same Bentley who gave them \$200 Mexican solely because they signed. (The consideration in his deed is \$10,000.)

"Wahpuckweche, wife of Wahnahketha, says: They did not tell her anything of the value of the lands in Oklahoma; that when she signed in a camp of Wahpahhekoquah, Mr. Bentley and another white man that she does not know was with them at the time; that she signed the documents in order that Mr. Bentley might give her land here and money was not considered; that when she touched the pen Mr. Bentley gave her \$200 in Mexican silver because she did him the favor of signing the document; that he did not give her this on account of the land but that she might have something to eat; that she has received nothing from Mr. Bentley or others for the allotment belonging to her in Oklahoma.

"Neconopit says: That they did not tell him anything about the value of the land nor at the time of their alienation; that he did not sell them; that he gave them to Mr. Bentley; that nothing was said to him about money; that Mr. Bentley has to give him here in Mexico a piece of land when he may have found it, in exchange for his land in Oklahoma; that he has not received any money whatever; the payment was to be by exchanging for other property in this country; that he has not sold his land, therefore he has not received payment from anyone; that they did not explain anything to him; he believed he was exchanging one land for another; that Mr. Bentley persuaded him to change his land. (Consideration, \$2,000.)

"Ahnothahahquah says: That they told her nothing of the value of the land; that when she touched the pen in Eagle Pass Mr. Bentley gave her \$200 silver, because she would exchange her land; she received but \$200 for herself and her husband jointly; that she does not know why that money was given to her. (This woman is the wife of Neconopit.)

"Noten says: That he received 80 acres from the United States Government; that when he resolved to come to Mexico Mr. Bentley made him understand his lands were worth \$2,000, and when he signed the document they did not tell him anything; that Bentley did not tell him anything regarding the amount of money, and they told him that the document he was signing was in exchange for another land in Mexico; that when he touched the pen he received \$100 American from Mr. Bentley, and that he believes they were given him on account of the exchange of the land he should receive here; that he has not, as yet, received the land in exchange; that Mr. Bentley told them he was going to obtain permission to sell the land, for the which he signed the document. (Consideration, \$3,000.)

"Tahpahshe says: That she never knew anything of the value of the land; she did not know the contents of the document, but she signed it in Eagle Pass when there, that Mr. Bentley might give her a piece of land in Mexico in exchange for hers; that they

did not speak about money, but that they would give her a piece of land in Mexico in exchange for land in Oklahoma; that when she touched the pen they gave her \$300 silver; that she understands that it was for her to eat (buy provisions) not in payment for her land; that she has not received anything on account of the land; that the \$300 that she said was given to her by Mr. Bentley she believes was for the favor she did him of touching the pen. (Consideration, \$1,800.)

"Kishkenicquote says: That for the land to which he made the document in Eagle Pass he did not receive money, but they were to give them lands in exchange here; nor did they tell him the value of the latter; that he did not receive money in Eagle Pass for the land; that he only touched the pen in symbol of signing the document in order that he might give him land here (in Mexico). (Consideration \$2,000.)

"Ne pah hah, in an affidavit taken before me the 31st day of August, 1905, Thomas W. Alford, interpreter, says: (Inclosure No. 33.) That no person made any statement to her in regard to the value of lands in the neighborhood of Shawnee, Okla., at the time the purported sale of her allotment took place; that no statements were made to her by Mr. Bentley as to the amount of money he would have to pay her or her husband for the land; that she does not remember that she signed any deed for any land in Oklahoma, but does remember that some time last spring she was at Eagle Pass and she did touch the pen as a symbol of signing her name to some paper, but as she understood this paper it related to a lease; that she did not understand that she was signing a deed for the sale or transfer of land; that a white man told her to touch the pen and held it for her to touch the same, and she touched the pen; that she did not know the man, never having seen him before; no money was given her at this time nor since then for the paper she signed, nor as far as she knows was any money ever paid to her husband, Kishkenicquote; that she again affirms that no statements were made to her in explanation of any deed or transfer of any land; that she does not know that she has sold any land, and as far as she is concerned she understands that she still owns the land allotted to her deceased daughter."

In connection with the last above-mentioned affidavit, I will state that Nepahhah, wife of Kishkenicquote, had been quite sick, and it became necessary to go to her camp to take her deposition; that when we reached the camp and found that she was sitting up, and not having a good interpreter it was deemed best to have her come to the agency in order to take her affidavit. As will be noted, this woman distinctly testifies that she knows nothing about signing any deed for the sale of the allotment of her deceased daughter, but distinctly declares, as she understands it, that she is still the owner of said allotment. When Mr. Alford took her statement and then read it to her paragraph by paragraph, she stated emphatically that her statement was true. If her statement had been taken at Muzquiz along with the others, I am confident beyond any doubt that the influence of Bentley would have been brought to bear, and her statement would not have been as full nor complete as it is here.

The past history of Mr. Bentley is of present interest, because it is a running explanation of contemporary conduct. My personal experiences with Mr. Bentley were not such as to give me an exalted opinion of his truthfulness or integrity. About three years since I was sent to Shawnee, Okla., to make an investigation of some charges Bentley had preferred against Superintendent Thackery, and immediately upon my arrival there I went to Mr. Bentley's office and told him I was prepared to make the investigation of these charges and asked him to furnish the proof, etc. He said he was going to leave the city the following morning very early on very important business which could not be delayed, but stated positively, in the presence of Mr. Thackery and myself, that he would return in two or three days. He said that he would return by the Saturday following. He did not return on Saturday, and when Inspector McLaughlin and self went to his residence in Shawnee his family said that when Mr. Bentley left he did not expect to return within four or five weeks and that he had no thought of returning within four or five days. It is really unfortunate to have dealings with a man whose word is absolutely unreliable. I am sorry to say so, but I think Mr. Bentley is so low down in the scale of moral turpitude that he would not hesitate a moment to state an untruth or swear to the same.

Where he has an incentive to do wrong he can not be trusted to do right.

Mr. Zevely, in one of his reports to the Department, says of Mr. Bentley: "He is a very quiet, plausible gentleman (?), who has a purr like a cat and nice velvety paws, in which there are some very sharp claws."

Superintendent Thackery has contended all along that Bentley, while agent of the Indians here, conceived the idea of getting the nonprogressive Indians—those that he could control and as many more as possible—to move to Mexico, with the undoubted purpose of getting hold of their land, controlling their leases, and ultimately, by Congressional action, to be able to sell their land in Oklahoma, as it was becoming more valuable every year, and buy some cheap land in Mexico for a fraction or a tithe of what the land brings here and then pocket the difference. I believe that

Superintendent Thackery is correct, because there is convincing proof that while agent, Bentley, by false representations to your office in reference to Okemah having large inheritance in Mexico, thereby prevailed upon your office to permit Okemah to go to Mexico. In connection with Okemah's removal, it may be stated that upon the urgent representations of Bentley that a stallion was needed to breed up the Indian ponies here, your office authorized, at an expense of several hundred dollars, the purchase of a stallion, and in less than thirty days this stallion, with two mules, a new wagon, harness, etc., were shipped to Mexico for Okemah.

Attention is called to a memorandum of conference held with some of the leading Kickapoo Indians at Shawnee, April 10 and 15 last, in which, among other matters, complaint was made about Bentley's course, saying that several of the Indians had heard Bentley make offers to certain of the Indians to pay their expenses to Mexico. (See Inclosure No. 34.)

Attention is called to the affidavit of Thomas W. Alford, chief clerk at the Shawnee Indian School, in which he states that Mr. Bentley had permits from your office and made issues of wagons, harness, etc., to the Kickapoos and the Big Jim Shawnees if they would go to Mexico, or to such as were inclined to that scheme. (See Inclosure No. 35.)

Mr. Alford is one of the most reliable men in our service. I have known him for years and have implicit faith in any statement which he may make. (His affidavit will again be referred to.)

Attention is called to an affidavit of Superintendent Thackery (Inclosure No. 36) in which he states that for reasons given he had opposed the appointment of both ex-Agent Martin J. Bentley and Lee Patrick as guardians of Indians; that Bentley urged him to withdraw his objections to his appointment as legal guardian over Indian minors and stated that if he would do so that he would be the best friend that he had and support him in his work at all times, but that if he continued to oppose his appointment as guardian over Indian minors he would "fight him to a finish." In this connection Mr. Thackery stated to me that Mr. Bentley was so solicitous about this matter that he shed tears.

Miss Elizabeth Test, present field matron, having been employed in that capacity since 1892, makes affirmation (see inclosure No. 37) that during her continual intercourse with the Kickapoo Indians she was advised by them that Mr. Bentley was doing everything in his power to induce said Indians to move to Mexico; that he was telling them that there would be soldiers sent here, and if they did not go away there would be war and the Indians would be killed; that all the Indians that remained here would have their children taken away and sent to distant schools; that he told her that he was going to get lands for these Indians in Mexico, where they could be entirely free to hunt and their children would not have to go to school; that he commenced to work upon the minds of the Indians by sending small parties down to Mexico to see their relatives, etc.

There is no doubt whatever but that Bentley, after his release from the custody of the Mexican officials, was intensely active with the Indians in his efforts to thwart the object and purposes of this investigation. Tah pah she, an old woman over 70 years of age, and one of the seven allottees, made a statement freely and voluntarily to Much e nen e, one of the most truthful and reliable among the Kickapoo Indians, as to this land transaction, which was in substance as follows (see inclosure No. 38):

"She said that she was taken to Eagle Pass, Tex., and there was taken to an office, where she was told to touch the pen. She asked what this was for, but, without explanation, she was again urged to touch the pen (symbol of signing), and they kept urging her to touch the pen. She asked again, 'Is it for lease?' and was given to understand that it was. She finally touched the pen, and then was given \$300 Mexican silver. She asked what this was for and was told by Bentley, 'Oh, just for you.' She came back to Muzquiz, and finally, when her money gave out, she found she had, instead of signing a lease, signed away her land, and this was not what she had wanted at all, and she wanted the matter investigated and made straight."

By referring to her sworn testimony (inclosure No. 19), it will be seen that her statement was very different. In fact, Much e nen e said that Bentley had been talking with the woman, who had yet to give her testimony, and he was afraid that she would not make her statement as she had made it to him. The facts are that Bentley exercises an influence and power over these Indians that is unwholesome and bodes no good for the Indians. I have seen enough of his work and his methods to realize how, in some measure, he has gained their confidence. He knows every one of them, and when they come to him for money they generally get small amounts. He has persistently and continually worked upon the prejudice of the Indians by telling them they are not civilized and never will be; that the superintendent here, Mr. Thackery, is a school man whose purpose is to force their children to school; that

if they go to Mexico all will be allowed to roam and hunt at will; that they will not have to place their children in school, and can do as they wish to do at all times.

Mr. Bentley was the agent for the Kickapoos for about six years, and, although he denies it, there is no reasonable doubt, if the Indians are to be believed, that Mr. Bentley while acting as such agent was engaged in efforts to induce the older Indians to go to Mexico. In fact, as above stated, he made such representations to your office that Okemah, one of these Kickapoo Indians, was permitted to go to Mexico, and at the same time was allowed by Mr. Bentley to take along with him quite a lot of Government property that had been issued to him. The instructions from your office contain no mention of Government property or permission for its removal to Mexico, but Mr. Bentley insisted that issued Government property belonged to the Indians, and that the Government therefore had no further right to it. (See again statement of Mr. Alford, inclosure No. 35.)

While agent for these Indians, as the records disclose, Mr. Bentley was instrumental in having many of the allotments of the Indians canceled, not for the purpose of giving them to other Indians who were without allotments, but in most cases white men received the benefit of these cancellations (see statement of Mr. Thackery, inclosure No. 39). After his position had been abolished, Mr. Bentley at once commenced to lay his plans to obtain the guardianship of all the Indian children in the tribes (see inclosure No. 36), and to induce the Kickapoo Indians to move to Mexico, upon which two propositions he has devoted his efforts and time. His whole scheme, as it appears to me, was purely selfish—to control the money and lands of minors, and to control all money and land of adults as well as minors in Mexico, and this he has done to a large extent. To know these Kickapoo Indians in Mexico is to know that they are full-blood blanket Indians, who do not understand the English language. Some of them understand a very few words of English and a very few words of Spanish or Mexican; but, as a whole, they are far less intelligent than the average full-blood Indians. The greater majority are much like children, and in some cases that I saw they were very much like imbeciles. There are really none among these Kickapoos in Mexico that are competent to transact any business matters of any kind, and it seems a shame that any person would stoop so low as to take advantage of their ignorance, but the facts are that here is a man devoid of character or honor. Without any property whatever in his own name, who could not borrow \$500 from any person or bank in Shawnee or elsewhere without giving the best security, he has borrowed thousands of dollars of these simple-minded Indians, simply giving them his own note, without indorsement or other security. (For forms of Bentley's receipts see inclosure No. 40.)

There are a number of cases in which embezzlement is charged, and, as I think, properly, against Bentley by the Indians, who make such a straightforward statement of their transactions with him as to leave little room for doubt. One instance of many is that of Mary Penetho, an Indian woman of good reputation, who has just instituted suit against Bentley for embezzlement, alleging that she put \$7,000 in Bentley's hands in trust, to deposit for her in the First National Bank of Shawnee, and that he gave her what he said was a receipt, but which in reality was a promissory note for a part of said sum of money. (See inclosure No. 41.)

Mr. Bentley admitted to me that at one time he had more than \$30,000 in his hands belonging to the Indians, upon which funds he speculated quite largely, making some money, as he claimed. He also admitted to me that the Indians had no remedy in case he refused to pay them, but they relied upon his honor (?). What would have been the result if his speculation had been unprofitable? The Indians would have been the losers, and not Bentley. He claims in his testimony (see inclosure No. 20) to be partner with the Indians, but they do not share in the profits; that is, according to Bentley they are partners without profits. The very fact that in all his real estate transactions he has studiously avoided having any real property in his name would be a strong presumption in the minds of a jury of his intent to defraud these people. According to his own statement to me personally, he has dealt with these Indians on the theory that they were children and did not know really how to transact the most ordinary matters of business. When asked whether he kept any books of record which would serve to show his dealings with these Indians, he replied: "No, no regular books;" although he had kept some memorandum books of some of his financial dealings with them.

If there was one fact that was well authenticated, it was that not one single one of these Kickapoo Indians knew the contents or the purport of these papers they were induced to sign, nor was one of these papers (deeds) explained to them, or either of them, by Bentley or anyone else.

John Mine, Indian, appears on each deed as interpreter. Mr. Bentley admitted to me, in speaking of John Mine, that he was unreliable as a man and almost worthless as an interpreter; that frequently he had found his interpretations to be wholly wrong.

He further said that for a few dollars he would, he had no doubt, turn against his best friend; that he was untrustworthy. Johnny Mine, as he is called, is an ignorant, drunken, worthless Indian. He tried almost every day, when he was sober enough to walk and talk, in his broken and unintelligible English, to carry on a conversation with me, but I could not understand more than a half dozen words or so that he uttered, and I am positive that he could not interpret a document like a deed to any Kickapoo Indian. And yet, this worthless, unreliable Indian, was the interpreter employed by Bentley in executing deeds that involved property amounting to over \$100,000.

The considerations named in the deeds of these seven Kickapoo Indians aggregate \$31,800, as follows: Okemah, \$3,000; Thithequah, his wife, \$5,000; Wahnakhethahah and wife, \$10,000; Kishkenicquote and wife, \$2,000; Tahpahthea, a single woman, \$1,800; Neiconopit and wife, \$2,000; and Noten, \$3,000; as above stated, \$31,800. The actual payment in American money or its equivalent for this property, valued at \$100,000 or more, was \$750.

Two of these allotments (Okemah and Thithequah) were bargained for \$39,500, of which \$22,500 was paid in cash, and notes given for the balance. (See letters of Shawnee Townsite Company, together with the abstract of title, etc., inclosures Nos. 42, 43.)

The allotment of Wahnakhethahah, as I am reliably informed, has been bargained for to a Mr. Whittaker for \$44,000. Noten's land in Lincoln County sold for \$3,500. This makes a total for four allotments of \$87,000.

The other three allotments, at the very lowest estimate, are probably worth \$15,000; and yet, without explanation or knowledge of their contents, these Indians—who are absolutely incompetent to transact the most ordinary kind of business for themselves—have been induced to sign papers which none of them understood, but which they all thought, all believed, and all testify related to an agreement to an exchange of their allotments in Oklahoma for lands in Mexico, but which in reality were deeds of sale to property worth more than \$100,000.

Attention is especially invited to a letter of Mr. Henry C. Jones, herewith. (Inclosure No. 44.) Mr. Jones was my interpreter, and I desire to say that he is far and away above the great majority of Indian interpreters. He was formerly a member of the Sac and Fox national council. He is bright and intelligent and is a progressive, industrious, reliable man. He has one son that is a graduate of Harvard and is now employed by the Smithsonian Institution; two other sons and two daughters are graduates of Haskell, and all are doing well. Mr. Henry Jones is a thrifty farmer. As an interpreter he was conscientious, faithful, and painstaking. He spent quite a good deal of his time at the Indian camp, where he had a better opportunity to come into closer relationship with the Indians, and was thereby the better enabled to find out the true situation of affairs. In his letter herewith he says, in substance:

First. That the above-named deeds were not explained nor understood by any of the Indians. (Seven allottees.)

Second. That all the Indians except one fully understood and believed that the papers which they signed related to an exchange and not to a sale of their land.

Third. That the Indians did not consider the little money which they received was in payment or part payment for their land; and,

Fourth. That the whole transaction was a stupendous fraud upon these Indians from beginning to end.

By reference to the deeds executed by Okemah and Thithequah, his wife (inclosures 23, 24, 25, 26), for 80 acres of land each it will be seen that the acknowledgment before the notary was defective in this, that the acknowledgment recited that the grantors were "identified" in one case by "Noten and John Mine," and in the other case by "John Mine and Okemah."

After these deeds were received and placed on record they were pronounced defective under the laws of Oklahoma, as appears from a letter of the Shawnee Townsite Company (inclosure 45) and other deeds, bearing exactly the same date and acknowledgments as the others (March 7, 1905), were sent to Eagle Pass for execution. At the time of our investigation, owing to a loss of some papers in transit forwarded to me by Superintendent Thackery, I did not know of this transaction, and therefore did not question any of the Indian grantors upon this point; but from their testimony I am confident that these later deeds were never signed by the parties in interest. If any of the Indians had been called to Eagle Pass upon this business a second time, some of them in giving testimony would have mentioned this fact. They testified in each case as to going to Eagle Pass to sign some papers, but no mention was made by any of a second trip for this purpose. Of course this is a question of facts, but knowing the course that has been pursued by Mr. Bentley and Mr. W. H. Bonnet, the notary and friend of Mr. Bentley, I have strong reason to doubt the genuineness of these later deeds. It is impossible that they were executed on the 7th of March, 1905. If they were really reexecuted, why was not the proper date inserted?

In the case of Wahnahke tha, he stated positively, under oath, that while he and his wife were in the Indian camp (about 6 miles from Muzquiz) he signed a paper or proposal, as he supposed, to exchange his land in Oklahoma for land in Mexico; that he signed said paper by putting his hand to a pen, and that there were no other persons present except Bentley and himself. Upon this point he was very positive. His wife, who must have signed at a different time, says that Mr. Bentley and another white man, that she did not know, were present. From the acknowledgment to their deed, taken March 9, 1905, it appears that this deed was acknowledged on said date at the consulate of the United States, Ciudad Porfirio Diaz, Mexico, on said date, and these Indian grantors were "identified" by Roman Galan and Tom Smith, of Muzquiz, Mexico. (This property was deeded to Mrs. Ida B. Bentley, and is said to be the most valuable of all the seven allotments. Mrs. Bentley is the wife of M. J. Bentley.)

In connection with the scheme of Mr. Bentley to obtain possession of these valuable lands of the above-named allottees, and which he did not deny to me in speaking of his acts and methods, attention is called to another letter from Mr. Henry C. Jones, Indian interpreter, dated September 8, last, in which he says that Mr. Bentley boldly outlined his scheme, and proposed that Mr. Jones should join him in an effort to get hold of some of the lands of the Sac and Fox Indians, of which Mr. Jones is a member.

Referring to Mr. Bentley, Mr. Jones says: "He said to me, 'Now, Henry, when you get back home, you go to work on your people as I do these Kickapoos. We will get their lands up there and we will get lands here (in Mexico) for them and we will have a supply store here. Your son Frank is a good bookkeeper. There is a chance to make a little money.'"

Immediately after this conversation with Mr. Bentley, Mr. Jones related it to me. Having implicit faith in the integrity of Mr. Jones, I am convinced that the foregoing proposition was in substance as stated.

As showing the character of Mr. Bentley, Mr. Arthur C. Wheatley, Spanish interpreter, stated to me while in Muzquiz that Mr. Bentley had made overtures to him, with a view of securing his services to examine and report upon some mines which he claimed to own, or was negotiating for. Mr. Wheatley, as he advised me, informed Mr. Bentley that, under the circumstances, it was not proper that he should consider any proposition from him.

As further showing the character of Mr. Bentley, attention is called to the affidavits of Mr. Alford and Mr. Jones and the affirmation of Rachel Kirk. Also the unsigned statement of Joe Billie, one of the leading members of Big Jim's band of Absentee Shawnees. (Inclosures 47, 48, 49.) Mr. Alford, of his own knowledge, mentions an occurrence relating to Mr. Bentley and an Indian woman (Annie Pecan), and states that a child was born later; that it is an accepted fact among the Indians of which he is a member, that the father of this child is Mr. Bentley. This fact was admitted to him personally by Annie Pecan about three years since, while he was taking the census among the Indians. He says that Mr. Bentley has taken this woman from one place to another as a man would his wife; that Indians admitted she was his wife.

Mrs. Kirk, a Quaker missionary, states that the said Annie Pecan, when her child was about 5 months old, while visiting the mission, acknowledged that Mr. M. J. Bentley was the father of her child. Mr. Jones's affidavit is to the effect that the Indians at their camp near Muzquiz, Mexico, told him that Mr. Bentley had a big, fat woman, a Shawnee, as his woman or wife, at the camp of Bentley's, which was near their camp; that this was the same woman which he had while he was agent for the Indians, etc.

Joe Billie said: "That Bentley's cohabitation with Annie Pecan was generally known among all the Shawnees; that while Bentley was agent for the Indians and engaged in opening some roads that he hired two Indian women to cook for him, one of these being Annie Pecan, and that it is known to the Shawnees that he had lived and cohabited with the said Annie Pecan as his wife, and while in the Indian fashion this would be considered a marriage, yet at one time the Indians all thought that Bentley was going to marry this woman in the white man's way; that Annie Pecan afterwards had a child, which is generally believed to be Bentley's child; that while at Okemah, Ind. T., he had this Annie Pecan with him and was really living with her as his wife; that he (Bentley) claims to have taken this woman to Mexico as interpreter, when she has had no schooling and excepting a very few words can not speak any other language than the Shawnee."

In a conversation held with Mr. Bentley at Muzquiz, Mexico, he himself referred to this Indian woman, and admitted to me that it was the one dark spot in his life, and yet with those who are not cognizant of the facts, he is endeavoring to show that this Indian woman is a "myth."

It is with exceeding regret that I have deemed it necessary in this case to enter into matters of the above nature. The course pursued by Mr. Bentley during and subsequent to the investigation makes it incumbent upon me to state the facts. His

relations with this Indian woman are notorious, and yet, notwithstanding, he brings her all the way from her home in Oklahoma to Mexico and has her domiciled in his camp.

Attention is called to the interrogatories in the case of Mr. Bentley and also, in connection therewith, of the answers under oath of Roman Galan. If time and opportunity were afforded, I am confident that in the answers of Mr. Bentley repeated perjuries could be shown. He said that he has had no representative at Muzquiz, and Mr. Galan in his testimony swore positively that he has never had any transactions of a business nature with Mr. Bentley (his reply to the question was "absolutely none of any kind"), nor had Mr. Bentley or any representative of his acted as his representative in making collections of amounts due him (Galan) from the Kickapoo Indians. (See inclosures Nos. 21, 22.) The facts are that while Mr. Radsloff, additional farmer at Shawnee Agency, was paying over some \$2,000 in checks for lease money, etc., to these Kickapoo Indians in Mexico, in my presence, Mr. Bentley had a paper furnished by Mr. Galan containing the names of each Indian indebted to him (Galan), and as each Indian received his or her check the recipient in every instance was asked by Mr. Bentley whether he or she owed Mr. Galan anything, and if they did they were asked by Mr. Bentley if they wanted to pay anything on his or her account. If they did Mr. Bentley and a Mr. Clark received the money due Galan.

The reputation of Mr. Galan, like the reputation of most of the business associates of Mr. Bentley, is notoriously bad. Mr. Guajardo, the presidente of Muzquiz, as well as others, stated that he was entirely unworthy of credit, and that they would not believe him under oath. From statements many of the Indians made to me, there is scarcely any room for doubt that Mr. Galan for the past two or three years has been in the habit of opening all letters that came addressed to Indians—those addressed in his care as well as the letters not addressed in his care. The postmaster at Muzquiz told me that he had been in the habit of giving all letters addressed to any Indians to Mr. Galan. This practice has now been stopped. Attention is called to memoranda of conversation had with Presidente Guajardo August 16 last, and fully reported by Mr. Wheatley, the interpreter. (Inclosure No. 50.) He is a man of keen perception and excellent judgment, in fact is a broad man in every way and a very close observer. On several occasions he expressed surprise that any irresponsible man or set of men should be permitted by our (United States) Government to obtain control of these Kickapoo Indians, their persons, and their property. He said that in Mexico and with Mexican citizens the aid of the Government would be invoked to prevent such imposition and frauds as has been practiced upon these Kickapoo Indians. He expressed himself as gratified that some measures were being taken looking to the protection of their interests. He says they (the Indians) are ignorant, misguided people. If any success attended the results of our investigation, it is due largely to the earnest and hearty cooperation of Presidente Guajardo, who allowed no opportunity to pass to aid and assist us in our work. In this connection attention is invited to a memorandum of conference held with the Kickapoo Indians at their camp August 7 last, and at their request. (Inclosure No. 51.) The presidente, addressing Wah pe che quah as well as all the Indians that were assembled, among other things said:

"Mexico does welcome every colonist. She has land and water for them, but she wants people who can farm, who have some good honest way of living, who produce something, make shoes or are carpenters, or blacksmiths who make machinery, and who obey the laws. She has also a law by which foreigners that are not useful and do not obey (the laws) can be driven out.

"You have been here now two years. What have you done; where are your farms; of what do you live? I have seen nothing but some hunting. What are you going to do when the deer are all gone, as they have gone where you came from?"

Again he said in conclusion:

"Wherefore these are the things you have to do; obey the laws and the authorities, work and teach your children to work and send them to school so they may learn and all walk uprightly and honestly."

Laying aside temporarily matters relating to the deeds herein mentioned and taking up the other matters contained in your letter of instructions in the order in which they are named, I have to state—

1. As to the condition of the Kickapoo Indians in Mexico. It would be difficult for me to describe the actual condition of these Indians as they appeared to me. In all my experience I have never seen any Indians so low in the scale in both mental and moral conditions, so dissipated through strong drink and all its attendant evils, so entirely lacking in all the elements which make for manhood and civilization, as are these Mexican Kickapoo Indians. Degredation and misery are plainly manifest and there is apparent helplessness and hopelessness among all. While a few of the leading Indians made professions of being satisfied with their present condition, I am satisfied from information that the large majority are discontented and unhappy. Promises

made to them have been unfulfilled, and they begin to realize that the roseate pictures painted for them will not be realized. The children, particularly, or many of them, looked as if they were sickly and did not have regular and nourishing food. Some of them had what appeared to be scurvy. When we first visited the Indian camp there seemed to be real destitution, but in a few days some Indian hunters returned to camp with dried venison in good quantity, when this condition was temporarily relieved. But the great trouble with these Indians (freely admitted by Mr. Bentley) is the plentiful use of ardent spirits (almost pure alcohol), which can be bought anywhere at any saloon without restriction for about 15 to 20 cents per quart in Mexican money. Mr. Bentley admitted to me the terrible condition of these Indians and said the drunkenness and degradation was appalling. He said that at times, especially at night, the sights and sounds of the drunken Indians in their camp approached pandemonium. A careful inquiry as to the temperate Indians disclosed seven or eight total abstainers. The others will drink when they have money to buy liquor, particularly when they receive their lease and land money payments.

2. As to their location. These Indians are now and have been for about two years tenants by sufferance of a small tract of land about 6 or 7 miles from the village of Muzquiz, in a northwesterly direction. At the time of my visit to Muzquiz the rent for this land (\$10 per month in Mexican money) had not been paid for several months, and the owner, a Mexican citizen, gave Mr. Bentley, through Mr. Wheatley as interpreter, notice to have the Indians vacate his land. These Indians, as Presidente Guajardo and Wah pe che quah both informed me, are in constant trouble with the citizens in the vicinity of their camp on account of the Indians' stock (horses, mules, and ponies), which is generally allowed to run at large, breaking into fields, etc., and when impounded the Indian owners are required to pay damages. This of course causes trouble and ill feeling between the Indians and the citizens.

3. As to their occupation. Except as hunters, these Indians are without occupation. The presidente says they are loafers and vagabonds. With possibly two or three exceptions, these Indians are idle, lazy, and shiftless, without ambition, and generally dissolute.

4. As to their future prospects. Candidly, I can not see that their future prospects, under present circumstances and conditions, are good. These people, as before stated, are discontented and unhappy and were made so by the acts and promises of Mr. Bentley that are unfulfilled and will probably remain so. Mr. Bentley says he has money in his possession for the purchase of land for these Indians, but makes all kinds of excuses why he has not carried out his promises to them. Indeed, to me the prospects for these people are gloomy and foreboding.

5. As to their relation to the Mexican Government and their standing before the laws of that nation. (See opinion of Governor Cardenas, on p. 3, and also inclosure No. 3.)

6. As to the number of these Indians. I herewith inclose a census of these Indians, taken at their camp while I was in Mexico, showing the number of Indians there to be 119—60 males and 59 females. This agrees with the census of these Indians as taken by Mr. Thackery also. When this census was taken, I had the assistance of the leading Indians at their camp, and endeavored to have it absolutely correct. There were a few of the young men at the time this census was taken that were away on hunting expeditions. (See inclosure No. 53.)

7. As to whether these Indians are acceptable additions to the population of Mexico. Upon this point the Mexican officials are agreed, and that is that these Indians, owing to their dissolute habits, are altogether undesirable as additions to the population of Mexico. (See inclosures Nos. 3 and 50.)

There is one feature relating to the Mexican Kickapoos now in Mexico that should have consideration. I refer to the fact that nearly all of the older Indians there were born in Mexico and claim to be residents of Mexico. As your office is doubtless aware, there is a settlement of Kickapoo and Muscogee Indians (about 300 of each tribe) called the Nacimiento colony, distant about 25 miles from Muzquiz in a westerly direction. It is claimed that this colony dates back to Charles III of Spain. In inclosure No. 52, herewith, will be found the substance of a statement made by Rev. J. Andres, missionary resident at Muzquiz, Mexico, of the Catholic Church on the evening of August 7 last. I was very favorably impressed with the candor and directness of this missionary, and believe that he has a decided and sincere desire to help these Indians, although, as he says, not one of their number is a member or communicant of his church. In all good humor he refers to them as heathens. He is thoroughly familiar with the history of the Indians at Nacimiento colony, as well as the Kickapoos from Oklahoma. Among other matters he states:

"The title to the Indians (in Nacimiento colony) was confirmed by Juan, although it was not vested in any particular Indian, but is held in trust by the Federal authori-

ties for the Indians; that when Captain McCaliff, of the United States, came to remove these Indians he succeeded in capturing women and children and some old men; that the younger men were off hunting, or away; that every Kickapoo Indian of those removed that is over 34 years old practically is a Mexican citizen, and is entitled to his share of land and water in this Nacimiento colony as a Mexican citizen; that those women who have married Oklahoma Kickapoos are entitled to share in this land; that as the Government of Mexico has never compelled these Indians to conform to the law of the civil marriage, nor furnish the necessary facilities for rendering this law effective, it could not bar the husband from residence in the colony; that it could only recognize the marriage as per custom."

He further expressed his opinion of the matter as follows:

"If the Indians would engage a good lawyer, they could make their claims for lands in the Nacimiento colony good. The mere fact of their having been removed by force of arms to the United States does not make them United States citizens. If they had voluntarily removed there and voluntarily accepted United States citizenship, it would be different, but as all has been done under compulsion and they have returned at the earliest opportunity, they have in nowise foregone their rights."

In referring to Mr. Bentley and Mr. Galan, he further said:

"That he has suspected that the getting of the Indians back here covered some ulterior purpose in which large sums of money were involved; that men do not make great expenditures usually simply from philanthropic purposes, but that there is some motive and object by which they will make a great deal more than is expended."

At another interview with Rev. Mr. Andres, in referring to Mr. Bentley and Mr. Galan, he said he looked upon these men as being without honor or principle.

Taking up again, and finally, the matters relating to the above-named deeds, the proof is clear, direct, and positive that these Indians (grantors) were led to believe the papers they were signing related to an exchange (or offer of) their lands in Oklahoma for lands in Mexico, and that each and all were in utter and entire ignorance of the fact that said papers were deeds of sale and transfer. While giving their testimony before the Mexican officials, several of these Indians stated very emphatically that they had not sold their lands. Several asked the question whether (referring to papers signed by them) they had sold their lands. These questions do not appear in the testimony, which was in the form of depositions, and to which the judge confined himself strictly. But from the manner of the witnesses and the line of questions which were put to them, it was clearly and obviously apparent that these poor people had been basely deceived and completely and thoroughly imposed upon by Mr. Bentley and those who were aiding and abetting this scheme to defraud these Indians. Without exception they all stated that the contents of the papers signed by them had not been explained to them, and only in two cases—in Wahnahketha's and Noten's—was the amount named in their deeds made known to them. In Wahnahketha's case he said he had not sold his land, but had proposed (or offered) by said paper to exchange his land in Oklahoma for land in Mexico. Noten said that the document he signed was in exchange for land in Mexico.

John Mine, whose name appears as interpreter on these deeds, according to Mr. Bentley's statement to me, is entirely unfit and unreliable, and it would be, to my own certain knowledge, impossible for him to interpret these deeds.

The deeds of Okemah, Thithequa, his wife, and Wahnahketha and Tahpahthea, are defective, under the Oklahoma laws, as to the acknowledgments, as above stated, and although other deeds were substituted in the case of the first three, to cure defects, I am satisfied beyond any doubt whatever that these three deeds (certified copies herewith, inclosures 23, 24, 25, 26, 27, 28) were never signed or acknowledged by the said parties. Most certainly they could not have been signed and acknowledged on March 7, 1905. If they were signed and acknowledged later, why was not the proper dates inserted? The deed of Wahnahketha was signed by himself and wife in their camp near Muzquiz, and yet it purports to have been signed and acknowledged before the United States consul at Porfirio Diaz, Mexico, March 9, 1905. This deed, under the Oklahoma laws, is defective, as were the others, in this, that the acknowledgment recites that the grantors were "identified" to the said United States consul by Roman Galan and Tom Smith, of Muzquiz, Mexico, etc.

These Mexican Kickapoos, at Muzquiz, Mexico, are ignorant, illiterate, easily imposed upon, and in no sense of the word can they be called competent to transact the most ordinary affairs of business. If there are any Indians anywhere that need the fostering care and protection of our Government, it certainly should be extended to these.

That Mr. Bentley has had, and has now, an undue influence over these Indians in Mexico was plainly manifest to me (as I observed carefully his actions toward them) in all his dealings with them, and on the other hand, there was an apparent dread or

fear of him on the part of these Indians. On several occasions the fear of Bentley on the part of the Indians was plainly in evidence. In fact, some three or four of them told me that they would like to have a talk with me, but they were afraid of Bentley. They really did not dare to be seen at our quarters in Muzquiz. The Mexican officials, both city and judicial, remarked that Mr. Bentley seemed to have the mastery over these Indians and held them completely in his power.

Through this undue influence and taking advantage of their mental weakness, and with the assistance of others, Mr. Bentley has been able to impose and perpetrate upon these Indians one of the most glaring and flagrant instances of misrepresentation, deceit, and fraud.

As to undue influence, it is recognized in our courts as a species of fraud and consists (1) in the use by one in whom confidence is reposed by another, or who holds a real or apparent authority over him, of such confidence or authority for the purpose of obtaining an unfair advantage over him; (2) in taking an unfair advantage of another's weakness of mind; (3) in taking a grossly oppressive and unfair advantage of another's necessities and distress. Influence obtained by flattery, importunities, superiority of will, mind, or character, or by whatsoever that human thought, ingenuity, or cunning may employ, which would give dominion over the will of a person to such an extent as to destroy the free agency or constrain him to do against his will what he is unable to refuse, is such an influence as the law condemns as undue.

It is well known that "fraud" vitiates everything. Our courts have divided "frauds" into four classes. I will mention three of these:

(1) Fraud arising from facts and circumstances of imposition. This is a case of actual fraud and is the plainest case of fraud with which the courts have to deal. Under this head positive representations as to material facts made by one of the parties to a sale or contract with knowledge of its falsity and with intent to deceive, and fraudulent concealment of material facts by which a false impression is conveyed, are illustrations of this class of fraud.

(2) Fraud apparent from the intrinsic nature and subject of the bargain itself, as where the bargain is such as no man in his senses and not under delusion would make on the one hand, and no honest and fair man would accept on the other. This includes inequitable and unconscionable bargains where there is no actual fraud. In the case of dealings with uneducated, ignorant persons the burden of showing the fairness of the transaction is thrown on the person who seeks to obtain the benefit of the contract, and the court will look not only to the acts of the parties, but to the reasonableness of the transaction under all the circumstances of the case, and if it appears that one has taken advantage of the unprotected condition of the other to drive a hard bargain, where the condition arose from the mental or moral weakness or ignorance or from pressing necessity or distress, the transaction will not be allowed.

(3) Fraud presumed from circumstances and conditions of the parties contracting, as between parties occupying a fiduciary or confidential relation toward each other, and dealings with a party of weak mind. Under this class are contracts made between attorney and client, etc.

According to the testimony of the Indians herewith, the proof of fraud on Mr. Bentley's part under each of the three foregoing heads is clear and distinct. All the circumstances and conditions surrounding the signing of these deeds by the Indians—their ignorance of their contents, the total inadequacy of price, the taking advantage of the illiteracy and ignorance of these persons, not competent to transact the most ordinary matters of business—all these would, in my judgment, be sufficient in any court of justice to cause the rescinding and cancellation of these instruments. After giving these matters careful consideration I am convinced beyond any doubt whatever that Mr. Bentley, while claiming to act as the attorney for these Indians, has been clearly guilty of misrepresentation, imposition, deceit, and fraud, and that he has been guilty of using undue influence in connection with the procuring of these deeds of the seven allottees above named. I believe the laws are ample, as far as their spirit is concerned, to deal with the abuses of these Indians. In United States Reports, volume 184, case of *Lykins v. McGrath*, Justice Brewer, in delivering the opinion of the court, says:

"What was the purpose of imposing a restriction upon the Indian's power of conveyance? Title passed to him by the patent, and but for the restriction he would have the full power of alienation the same as any holder of a fee-simple title. The restriction was placed upon his alienation in order that he should not be wronged in any sale he desired to make; that the consideration should be ample; that he should in fact receive it, and that the conveyance should be subject to no unreasonable conditions or qualifications. It was not to prevent a sale and conveyance, but only to guard against imposition therein."

From information which I know to be reliable, coming from entirely trustworthy sources, there is a widespread movement on foot, planned, as I understand, by Mr.

Bentley and his associates, wholly irresponsible men, which will in all human probability give the Indians, as well as the Government, untold trouble in the future. This movement is along the same lines planned for these seven allotted Kickapoos, and has for its object, as in these cases, the emigration of large numbers of Indians of the Southwest, the ulterior motive and purpose being, as in these cases, to secure the control and sale of their lands in the United States by an exchange for lands in Mexico. The same inducements are being held out to other Indians as were made to these Mexican Kickapoos, viz; freedom from all restraint in the way of hunting, drunkenness, or schools for their children. With the older Indians, especially, these inducements—that can never be realized—are powerful. I respectfully recommend that remedial legislation be asked for, and that steps be taken at once looking to Congressional action in this matter, whereby the allotments of all Indians migrating to a foreign country for the purpose of residence be canceled.

In my judgment this is the only way possible to checkmate this movement.

I also recommend that the Congress of the United States be asked to rescind its action in the matter of these seven Indian allottees, whereby the restrictions were removed from the sale and conveyance of their allotments. As I understand, this legislation was procured without the consent or sanction of the Department and should not be allowed to stand. From beginning to end fraud has been practiced in this matter, and if allowed to stand the Indians will be the great sufferers.

I also earnestly and respectfully recommend that immediate steps be taken, through proper channels, to invoke the aid of the law in behalf of these seven Indian allottees, and for their protection, and that Mr. Martin J. Bentley be prosecuted both civilly and criminally for his fraudulent methods, undue influence, and imposition upon these Indians.

In the communication herewith of the Shawnee Townsite Company (Inclosure 42), dated September 7, 1905, it is claimed that the members of this company were innocent purchasers. I have reason to believe that two of the men of said company, viz, George Patchin and D. N. Kennedy, were not innocent purchasers, but were the promoters of this company. As to whether these parties were "innocent purchasers" or not, is a question of fact to be determined upon proper inquiry. Twenty-two thousand five hundred dollars has been paid in cash by this company to W. W. Ives (Ives informed this company that he had paid \$13,000 over to Bentley as attorney for grantors), on account of allotments of Oke mah and Thithequah, his wife. There is still \$16,500 due from this company, and the officers of the same expressed themselves as willing to pay this balance to the Indians rather than lose the land or the payments they have made on the same.

Very respectfully,

CHAS. H. DICKSON,
Supervisor.

EXHIBIT No. 119 [Goode].

OFFICE OF THE UNITED STATES ATTORNEY,
DISTRICT OF OKLAHOMA,
Guthrie, June 24, 1905.

MR. CHARLES H. DICKSON,
*Supervisor of Indian Schools, care of American Ambassador,
United States Embassy, City of Mexico, Mexico.*

SIR: Pursuant to a request of the Commissioner of Indian Affairs, I write you in regard to the evidence desirable for the setting aside of the deeds to the seven Kickapoo allotments allotted near Shawnee, Okla., in favor of Martin J. Bentley.

Under a provision approved March 3, 1905, in the Indian appropriation act, the restrictions upon allottees as to these lands were removed. Those lands at that time were extremely valuable and had been extremely valuable for at least two years. The Kickapoo allottees to whom those lands belong, it is understood, were induced to go to Mexico by Bentley and others telling them fairy stories of the conditions in Mexico and picturing the freedom that they would have there as compared to that they could enjoy in the United States and the prosperity that would be ahead of them as compared to that they could have in the United States, and further telling them of unfavorable and untrue stories as to the discipline enforced upon the Kickapoos and other Indians in Oklahoma since they had left Oklahoma, and giving them to understand that the lands were not of great value, or certainly not of the value which in fact at that time they bore, and that he would give more for their lands than any other person or persons would give and would treat them more honestly in making payments than any other person would treat them; that Government officials encouraged him to go there and make the offer for these lands upon the theory and understanding

that he was offering, as a friend to the Indians, more for the lands than any other person would be willing to give for them, and that their best friends in the United States thought they ought not return to the United States, but should take their money and remain in Mexico.

What of these statements are true and what other statements are true I am in no position to say, but I think you should examine those people with such an interpreter as you can thoroughly depend upon to give you an absolutely true interpretation and to give them a true unbiased interpretation of all you may say to them.

Find what induced these Kickapoos to go to Mexico. Find what statements were made, and by whom, to those Indians as to the value of those lands about Shawnee about the time the negotiations for the sale were made and at the time the deeds were signed.

Find what statement was made by Bentley to those Indians as to the amount of money he was to pay them for those lands, and whether it was to be in Mexican money or in American money, and if in Mexican money, whether it was to be in Mexican gold or silver or paper, and if not in money, whether it was to be in exchange of other property; if so, what was its value at the time and what is its present value. Find whether the Indians are still contented and satisfied with the sales. Find what, in fact, has been paid by Bentley and others to each of these persons, and if property, find the value, condition, and location at the time it was transferred to the Indians, and what has become of it since. Find what, if any, statement was made to the Indians as to their right to sell this land to any person, and whether they were notified at the time they made the deeds that Congress had, or shortly would, give them the right to sell without restriction.

The examination will need to be made with great care and will need to be conducted through interpreters that can not be bought or misled, and who are men in whom the Indians have confidence. The evidence should be written out in full and signed by the men, and then should be sworn to before a proper officer of the locality.

Get all other information of every character which will aid in ascertaining the truth of the whole transaction. Upon the coming in of this information I believe we will be in a condition to know whether these conveyances ought to stand or not.

Very respectfully,

HORACE SPEED,
United States Attorney.

EXHIBIT No. 120 [Goode].

AMERICAN EMBASSY,
Mexico, July 15, 1905.

MR. CHARLES H. DICKSON,
Supervisor of Indian Schools at Albuquerque, N. Mex.

SIR: Under instruction of the Department of State to render you all possible assistance in prosecuting the investigations which brought you to Mexico, and at your request, I have procured the inclosed private letter from the minister for foreign affairs, introducing you to the governor of the State of Coahuila.

If I can further assist you, kindly inform me

Respectfully, yours,

E. H. CONGER.

EXHIBIT No. 121 [Goode].

SALTILLO, MEXICO, *July 17, 1905.*

Letter of introduction from the minister of foreign relations of Mexico, stating that Mr. Dickson was sent to look into the habits, customs, etc., of the Indians, and requesting the governor of Coahuila to give him every assistance within the law in his power, and to assure the safety of his person, etc., was presented this a. m. to the governor, who received Mr. Dickson and placed himself at his orders. He stated that he had received details of the business on which Mr. Dickson is engaged from the department of foreign relations, and at Mr. Dickson's request promised letters to the president of the municipality of Monclova and Muzquiz, recommending them to facilitate his investigation, also to the Juez de Letras at Monclova, to enable the examination, if necessary, of the records.

On being asked as to how the Mexican authorities regarded these Kickapoo Indians and others, Governor Cardenas stated that those who had been here a long while were considered to be Mexican citizens, but that those who had come more recently were regarded as of the United States; that the Mexican authorities viewed the whole of these Indian colonies with much disfavor, as their settlement, if such they could be called, were a menace to the peace of the State; they had never settled to work, but

roamed the northern portion of the State at large, shooting game, etc. In the earlier days this had small effect, but now there was an endeavor to keep them to their own grounds, but this was difficult, as proprietors of land would give them permission to go hunt game and they would wander off. He said that the land on which they had been originally settled was some of the best agricultural land in the State, being in the valley of a large river and controlling the sources of water, so that irrigation was easily arranged. Other ground was suitable for stock raising. To neither of these avocations would the Indians dedicate themselves, but would only seek game.

These Indians were vicious in their habits, drunken and troublesome, and that the State would most gladly be rid of them, as they were no benefit, but, on the contrary, a detriment. Last year there was a fresh arrival, and they were so heavily armed and such a nuisance that the Federal authorities were requested to aid the State to disarm them. This was started, but on further consideration it was seen that it might bring about serious trouble, so it was decided to do this little by little. The newer arrivals are heavily armed, have money, and at times practically take the town of Villa Muzquiz, get drunk, and are very troublesome.

The governor said that he would take up with the Federal authorities the matter of getting those of the Indians who may be American citizens removed by arrangements with the United States. On the whole, he said he would be most pleased to make a present to the United States of the whole lot, United States Indians as well as those considered as Mexicans.

SALTILLO, MEXICO, *July 18, 1905.*

Two letters having been received from the governor of Coahuila, one to the president of Muzquiz and the other to the Juez de Letras at Monclova, the contents being translated, it appeared as though there would not be sufficient to enable the authorities to call the persons desired and take their testimony under oath; hence the governor was called on again this morning, and it was explained that the matter would require testimony under oath by the instructions of the attorney of the United States for the Territory of Oklahoma. The reason the matter was not mentioned yesterday at the interview had with the governor was that the presumption of the matter being mentioned in the dispatches to him, and hence that he would do what was necessary. This not being so, he was now appealed to in order that he might issue such instructions as were needful, seeing that the question related to a suspected fraud perpetrated against certain Indians and the United States Government.

The governor stated that in his dispatches such a matter had been mentioned, but so indefinitely and uncertainly that as it was not touched on in the conversation yesterday he had not considered it needful to specially mention it in his letters. However, he would send fresh letters covering the matter and instructing the local authorities to do what was required in the matter. Asking whether the testimony desired was that of the Indians in the settlement or of those recently arrived, who were on private property, it was stated that very probably the testimony of those in the settlement as well as those who had come recently would be required.

The governor explained that the recent immigrants were of such an obnoxious character that he had to order them removed from among the settlers (Nacimiento colony) and tell them that they must find other lands or return whence they came. So this last importation, about two hundred, hired or leased some land near Muzquiz, and nominally were settled upon it. He said that they brought over good horses, money, and modern weapons of long range and precision, and having money had friends, that he requested that if possible they be induced to return, as they were most undesirable; that the armed force of the State was too small to control them properly, and that the Federal forces could not properly act in a matter that was really one of State police.

SALTILLO, MEXICO, *July 20, 1905.*

EXHIBIT No. 122 [Goode].

SALTILLO, *July 17, 1905.*

Mr. Licenciado FRANCISCO VALDES LLANO, *Monclova.*

VERY ESTEEMED COMPANION AND FRIEND: The bearer of this, Mr. Charles H. Dickson, will go to see you on his way to Muzquiz, whither he goes with the purpose of studying the customs of the Indian races that exist there and of acquiring all classes of information concerning them.

Mr. Dickson has been recommended to me very especially by the minister of foreign relations, Lic. D. Ignacio Mariscal, and as for the realization of his purposes, he needs the reports and data that may be found in the archives, I permit myself to request that you will extend to him your fine courtesy and valuable assistance in everything

in which it be possible, in order that he may be able to gather all the information and data that may be found in that town (Monclova).

Anticipating to you my thanks, I express myself your affectionate friend and companion, and humble servant,

MIGUEL CARDENAS.

EXHIBIT No. 123 [Goode].

SALTILLO, July 18, 1905.

Mr. Lic. FRANCISCO VALDES LLANO, *Monclova*.

MY ESTEEMED COMPANION AND FRIEND: Amplifying my foregoing of yesterday's date, which will be presented to you by Mr. Charles H. Dickson, permit me to charge you that if this gentleman needs to draw any inquiry, judicial or before a notary public, and compel the declaration of some of the Kickapoo Indians on certain facts relative to a commission with which the Government of the United States has charged him, you will lend him all the support necessary in order that he may duly exercise such legal acts.

I anticipate to you my thanks, and express myself your affectionate companion and friend, and humble servant,

MIGUEL CARDENAS, *Governor*.

EXHIBIT No. 124 [Goode].

SALTILLO, MEXICO, July 17, 1905.

Mr. Deputy L. ALBERTO GUAJARDO,
Presidente, etc., Muzquiz.

MY ESTEEMED FRIEND: The bearer of this, Mr. Charles H. Dickson, goes to your place with the object of studying the customs of the native races that exist there, and of acquiring every class of information regarding them.

Mr. Dickson has been recommended to me very especially by the minister for foreign affairs. I therefore permit myself to beg you that you will please attend the said Mr. Dickson in every way that it be possible, furnishing him security and whatever he may need to realize the purpose on which he goes.

I anticipate to you my thanks, and express myself your affectionate friend and humble servant,

MIGUEL CARDENAS.

EXHIBIT No. 125 [Goode].

SALTILLO, MEXICO, July 18, 1905.

Mr. Deputy L. ALBERTO GUAJARDO,
Muzquiz, Mexico.

MY ESTEEMED FRIEND: Amplifying my foregoing of yesterday's date, which will be presented to you by Mr. Dickson, permit me to charge you that if this gentleman needs to draw up any inquiry, judicial or before a notary public, and compel the declaration of some of the Kickapoo Indians on certain facts relative to a commission with which the Government of the United States has charged him, you will lend him all the aid and support necessary in order that he may duly exercise such legal acts.

I anticipate to you my thanks, and express myself your affectionate friend and humble servant,

MIGUEL CARDENAS.

EXHIBIT No. 126 [Goode].

MONCLOVA, COAH., MEXICO, July 20, 1905.

The secretary of the judge of letters having received the letters from the governor of Coahuila, in the absence of the judge, looked over the records and produced one docket referring to a petition by A. E. Noble for the survey, measurement, and valuation of a tract of land obtained by purchase from Sanchez Navarro. As his petition was regular and the proper citation and publications were made, the court was convened at Nacimiento for the survey and received from the Indians—Kickapoos and Muskogees—a protest against the survey, presented through Father J. Andres, of the Catholic church at Muzquiz.

Later, A. E. Noble owed money to parties in San Antonio, Tex., on promissory notes, a judgment was obtained against him in the courts in San Antonio, and on the evidence and judgment an order of "embargo" attachment was obtained in the court here of these Nacimiento lands. The Indians made a representation to the secretary of Fomento, who in turn, through proper channels, notified the governor of the State that the "embargo" was not valid, as the land was Federal property, in possession of these Indians as colonists, and that A. E. Noble had no title in said lands.

In the record of transfers, which was thoroughly examined, there is no note of property transferred to Mr. Bentley nor to any of those who seemed to have been associated with him, nor any transfers from Mr. Bentley and others to any Indians. The secretary, Carlos Rios, has carefully catalogued the archives, beginning with the year 1704, and has had charge of the office since 1891, and he states that he has found no record of title in favor of any Indian.

In regard to the matter of a legal inquiry, the secretary advised that the court would be ready at any time to take the steps needful; that such steps should be initiated here and authority issued to the courts at Muzquiz, as they did not have the jurisdiction in such cases. He suggested that the matter should be deferred until we had reached Muzquiz and obtain the names of the parties who were to be examined, so that all would be in due form.

MONCLOVA, COAH., MEXICO, July 21, 1905.

Judge Francisco Valdez Llano returned to Monclova and immediately notified Mr. Dickson of his being in his judicial office. Mr. Dickson and Mr. Wheatley called upon him and he approved the suggestions made by the secretary of the court. He suggested that a petition be drawn up in regular form and presented to him for such suggestions as he deemed proper to make. This petition was prepared and presented to Judge Llano, who approved the same with certain minor changes. He expressed himself as willing and desirous to aid us in the prosecution of our work.

EXHIBIT No. 127 [Goode].

AMERICAN HOTEL,
Las Esperanzas, Coah., Mexico, August 21, 1905.

CHAS. H. DICKSON, Esq.

DEAR SIR: In reply to your request I have to say that I was present at our first meeting with Mr. L. Alberto Guajardo, president of Muzquiz, and heard him make the statement that Mr. M. J. Bentley, accompanied by Lic. Elizondo, a lawyer of the same place, came to his residence and there offered him (the president) a bribe if he would, in his official capacity, make a report favorable to the settlement of the Kickapoo Indians in the Federal colony of the Nacimiento. The president ordered them from his house and told them any further business they might have must be discussed before witnesses at the presidencia.

Yours, respectfully,

ARTHUR C. WHEATLEY.

EXHIBIT No. 128 [Goode].

AMERICAN EMBASSY, MEXICO, August 3, 1905.

CHARLES H. DICKSON, Esq.,
Villa Muzquiz, Coahuila.

SIR: I have to acknowledge the receipt of your letter of the 28th ultimo and your communication of the 30th ultimo and inclosure, complaining of the action of the vice-consul at Ciudad Porfirio Diaz.

In view of your statements, I have requested the vice-consul to make an explanation of his course.

Respectfully, yours,

E. H. CONGER.

Memorandum of conference held this morning, July 30, 1905, between Sr. L. Alberto Guajardo, presidente, Muzquiz, Mexico, and Charles H. Dickson, supervisor Indian schools, Mr. Arthur C. Wheatley being present as interpreter.

The presidente of Muzquiz having been asked if Bentley had obtained the intervention of the United States consulate at Ciudad Porfirio Diaz, toward his release from detention, in reply said: "Yes; Mr. Bentley telegraphed to the vice-consul at Porfirio Diaz, who came on here, saw Mr. Guajardo, the presidente, and requested his

(B's) release, stating that he knew the conditions of Bentley's business, which needed his attention, among others that he was negotiating for a tract of land with General Navarjo, on which to place the Kickapoo Indians; that he (the vice-consul) was interested in the sale, and that he also had a tract of land adjoining the Navarjo tract which he wanted to dispose of to Bentley.

As the detention of Bentley was ordered by the presidente as a preventive measure, no formal charge having been made against him, and his detention being irregular, it was necessary to release him before official notes began to pass relative to his detention.

Mr. Bentley had told the presidente that he had to attend to the signing of several papers, etc. Bentley hired a wagon with the ostensible purpose of going to look at some land, being first advised by the presidente that he should not leave town, as the judge would need him within a day or two. The presidente is advised that he first went to Las Esperanzas, a coal-mining town, and from there he has probably gone to Aura or Sabinas, where he could take a train for the United States.

Mr. Roman Galan, a Mexican and a partner of Bentley in all his schemes, has not returned here, but has gone to Oklahoma, and has written to relations in his confidence to arrange at once for his wife and daughter to join him in Oklahoma.

(The foregoing is the substance of the statement made by Presidente Guajardo.)

VILLA, MUZQUIZ (COAHUILA), MEXICO, July 30, 1905.

Hon. E. H. CONGER,

American Ambassador, City of Mexico, Mexico.

DEAR SIR: Referring to my letter of 28th instant, giving you, in brief, a synopsis of steps taken in connection with my investigation, the detention of Martin J. Bentley here by order of the presidente, the petition filed for his examination (already ordered by Juez de Letras at Monclova) under oath, etc., I now regret to state, that on the same day, through the efforts and personal intercession of the vice-consul at Ciudad Porfirio Diaz, Mr. Bentley was released, and is now at liberty. Although he promised the presidente here not to leave the town, as he would be wanted by the judge, we have reason to believe he has left for parts unknown.

I inclose you herewith a "memorandum" of a conference just held this morning with Sr. L. Alberto Guajardo, presidente, from which it will be seen that the vice-consul, above named, and in this instance, has used his official position not only to further his own personal ends and gains, but to defeat the very object and purpose of this investigation, and thereby thwart the ends of justice.

It was my sincere hope to be able to interrogate Mr. Bentley and also his associate, Mr. Roman Galan, of this place.

Through the efforts of a United States official, however, it now seems improbable that I will be able to obtain the evidence of Mr. Bentley, and Galan has absented himself from the country.

I deem it to be my duty to bring the foregoing matters to your attention for such action in the premises as you shall deem just and proper.

Yours, very truly,

Supervisor United States Indian Service.

EXHIBIT No. 129 [Goode].

Notes regarding the Nacimiento lands held by the Federal Government of Mexico for the benefit of the Mexican Kickapoo and Muskogee Indians, numbering about 600.

Dating back to old Spanish time, the family of the Sanchez Navarro were granted vast tracts of land throughout all northern Mexico. So extensive were these grants that it may be said they covered nearly all of the State of Coahuila. At the time of the French intervention, the Sanchez Navarro threw their lot in with the empire and were attainted of treason; hence their lands were escheated and thrown open to denouncement and sale by the Government. Later, when order was again established, the family were allowed to enter into possession of some of the estate that remained, but were not allowed to upset titles issued by the Government while the lands were attainted.

Among these lands were 4 sitios (or 17,353.44 acres, a sitio being 4,338.11 acres) of land at the head of the Sabinas River, where great springs break out. The land is fertile and well adapted for irrigation and cultivation. On these 4 sitios were settled the remnants of the Mexican Kickapoos, who roved northern Mexico and southwest Texas as far as the limits recognized by the savage Comanche tribe.

A few years ago the Sanchez Navarro sold, through a representative, 10 sitios to Mr. A. E. Noble, an American, but very curiously in the deed itself it is recorded that the Sanchez Navarros would not guarantee to the purchaser the possession of the 4 sitios in possession of the Kickapoos and Muskogee Indians at Nacimiento, nor guarantee the water. So practically all that Noble really bought was 6 sitios of land with intermediate boundaries. Later an action was brought by the San Antonio Stock Yards Association and A. E. Young, of San Antonio, Tex., against said Noble for payment of notes already due. In the San Antonio court the judgment was for plaintiffs and the record and judgment was forwarded to the Mexican court of jurisdiction at Monclova, who confirmed the judgment of the San Antonio court and ordered attachment of the lands at Nacimiento. Then the Indians of the Nacimiento colony appealed to the minister of encouragement and colonization, who by a dispatch to the judge at Monclova advised that no writ of the court could be enforced against these lands, as the title was vested in the Federal Government, and that Mr. Noble did not have, nor at any time had, any title in these lands. It is also said that the fomento has since ceded some lands to Mr. Noble, in lieu of the 10 sitios to which he was entitled, in some other part of the State. This last information is somewhat uncertain. The sale was brought about through the intermediary of J. Willette, who is dead.

At this Nacimiento colony are some 250 Kickapoos and about 300 Muskogees, and three or four Seminoles. The Muskogees (negro half breeds) and Seminoles are the best farmers and plant the larger area, but they run into debt and sell the crops in advance, hence are always destitute. The Kickapoos do not raise as large acreage, but what they do raise they hold for their own maintenance. The colonists had made a practice of leasing out the water rights at \$15 per annum for each day's waters. Mexicans and others went in there and there were over 400 hectares (nearly a thousand acres) in cultivation. The colonists loaned and spent the money, and when this was gone had a pretty hard time. The Government ordered the Mexican renters to be expelled; that no others than the colonists be admitted; that these latter should personally reside in the colony and cultivate their lands.

In the great register of properties for the district of Monclova no record appears of any transfer of land to Bentley or others in this section, except the transfer by Sada, as representing the Sanchez Navarro, to A. E. Noble, being the sale brought about by John Willette.

EXHIBIT No. 130 [Goode].

Examination of Kickapoo Indians at their camp near Muzquiz, Mexico, on Sunday, July 23, 1905, upon matters relating to the purported sales of their lands in Oklahoma. Present at said examination: Hon. L. Alberto Guajardo, Chas. H. Dickson, supervisor, and Arthur C. Wheatley, Spanish interpreter and acting secretary.

Examination of KISH KE NIC QUOTE, his wife being present:

Asked if they owned land near Shawnee, Okla., he replied, yes, that they did. Asked how much land, he replied, 80 acres. Asked if he had disposed of it, he answered, yes. Asked how he disposed of it, he stated that he went to Eagle Pass and that he gave the land so he could live in Mexico. Asked how much he was to be paid for the land, he replied that he was to receive \$300. Asked where he signed the papers, he replied in Eagle Pass. Asked from whom is he to receive the money, he replied that he supposed from Mr. Thackery. Asked who sold the land for him, he said Mr. Bentley did, but that he had told Mr. Bentley he could do what he liked with the land. Asked if he gave Mr. Bentley any paper or power of attorney to sell the land, he stated in reply that he had signed some papers for Mr. Bentley, but does not know what they were. Asked again if he remembered what he was to receive for the land, he stated that so he would be enabled to stay in Mexico he told Mr. Bentley he could do what he liked with the land. Asked how much money he had received from Mr. Bentley on account of the land, he stated a few dollars; that there was no agreement as to what he was to receive; that it was a trade or exchange of his land in Oklahoma for suitable land in Mexico; that was the reason he was waiting here till they found suitable land in Mexico. He was asked, as he said he had received money, from whom did he receive it; he stated that he received it from Mr. Bentley, but that he had traded the land near Shawnee for land in Mexico, which to date they have not found nor received. Asked if he knew the value of the land near Shawnee at the time the trade was made, he stated that he did not know the value. Asked if the land was close to Shawnee City, he said it was about 2 miles off toward the north of Shawnee City. Asked if he had received any land as yet in Mexico in exchange for his Oklahoma land, he said that as yet he had not received any land from

any person. Asked if they had received any paper from Mr. Bentley relative to the exchange of the lands, he replied that as yet he had received no such paper, but Mr. Bentley had promised to give him one soon. Asked as to what representations were made, if any, regarding his right to dispose of the allotment land, he replied that no representations were made; he wanted to come to Mexico and asked Mr. Bentley to arrange the sale. The allotment was by inheritance, not by direct assignment. It was his daughter's allotment. Asked if he was contented and satisfied with their condition in Mexico, he replied that he was happy and contented as he could go hunting and do as he pleased.

Examination of O KE MAH, his wife being present:

Asked if he owned either in his own right or by inheritance any land near Shawnee, he replied, yes. Asked how much, he replied, 80 acres, by inheritance by his daughter. Asked if he had made any disposal of this land, he replied, yes. Asked where he signed the deed, he replied, here in Muzquiz. Before what officer? He replied, before Mr. Roman Galan, that Mr. Thackery had written to Mr. Roman Galan to have O ke mah sign the deed. He did not see the letter, but Mr. Roman Galan told him he had the letter. Asked as to what price was he to get for the land, he replied, \$1,202. Asked whether he had received the money, he replied that he went to Shawnee and received the money in paper and in two silver dollars from the hands of Mr. Thackery's clerk at Shawnee. Asked as to what was this money for, he replied for his daughter's land. Mr. Thackery asked him while there if he was satisfied to receive this money and he replied that he was. Asked whether he knew to whom the land was deeded, he said that he did not know. Asked whether Mr. Bentley had anything to do with his receiving this money, he said, no. Asked as to the allotment of himself and wife, he replied that he had made a deed at Eagle Pass for his own allotment, but does not know for what consideration; that no one explained to him anything about the value of the land nor the contents of the paper. Asked whether they had received payment for these allotments, he replied that he had not received payment nor any part of it. Asked if Mr. Bentley said anything to him at the time that O ke mah signed this paper relative to the value of the land, he answered, no, Mr. Bentley did not. He was asked whether he was to receive land in Mexico or money for the allotments, he replied that he was to receive land in Mexico in exchange, but has not received any yet. Asked whether he had any document showing the agreement regarding the exchange of his allotment in Oklahoma for land in Mexico, he replied, no, he had no paper of any kind regarding this trade.

Examination of NE CON NO FIT, his wife being present:

He was asked as to whether he had any allotments near Shawnee, he replied yes; 80 acres. Asked whether he had disposed of this land, he replied no. Asked whether he had signed any papers relative to these lands, he replied no, he had signed no papers; he turned the land over to Mr. Bentley and told him to do as he pleased with it, but he signed no paper; that he wanted land in Mexico, which Mr. Bentley was to arrange for him; Mr. Bentley promised to trade the allotment for land in Mexico. He has received no money for the lands; does not know what the lands may be worth near Shawnee; Mr. Bentley never informed him what they were worth. Asked if he had received any land in Mexico, he replied that he had not yet received any land. Asked if he had received any paper whatever from Mr. Bentley proving the agreement to give him land in Mexico, he replied that he had received no paper. He was asked whether Mr. Bentley had promised him any paper, and he said no, Mr. Bentley had not promised to give him any paper. Asked what he would do if Mr. Bentley did not give him any land or money, he replied that Mr. Bentley would be sure to give him land as soon as his land was sold.

Examination of WAH NAH KE THA HAH, his wife being present:

He was asked what induced him to come to Mexico. He replied that he wanted to get back to the old times, so he could do as he liked and not have to send his children to school, and that was what induced him to come to Mexico. Asked whether he owned an allotment near Shawnee, he replied yes; somewhere thereabouts. Asked whether he had signed any paper authorizing the sale, he replied that he had turned the land over to Mr. Bentley to apply for the sale. Asked whether he had signed any paper, he replied no. Asked whether anyone had ever told him of the value of his land and what it was worth, he replied no, that no one had ever told him what it was worth. He was asked whether Mr. Bentley ever told him what the land might bring him, he replied no, Mr. Bentley did not tell him anything as to the value of the land. He was asked whether he was quite sure that he had never signed any paper relative to this land, he replied, yes, he signed a paper. Was asked whether he remembered

what that paper was, he replied that all he knows is that he signed a paper for Bentley, as he supposed, relating to trading off of his land for land in Mexico. Asked whether Mr. Bentley gave him a copy of this paper, he replied no, he did not. He was asked whether he received any money from Mr. Bentley for this land, or on account of the sale of this land, he replied no, he had not received any money; as he understood the arrangement, he would receive land in Mexico. He did not understand that he would receive money; he turned the land over to Mr. Bentley to have land in Mexico. Asked where he signed the paper, he replied in Eagle Pass. Asked whether he remembered going before any person to sign the paper, he replied that he remembered of no one being there but Mr. Bentley when he signed the paper, and that Mr. Bentley did not explain the contents of the paper, nor was it interpreted to him by anyone. Asked whether he remembered the date, he said that he did not remember the date. Asked whether Mr. Bentley told him that Congress had passed a law allowing him to sell his allotment, he replied that Bentley did not tell him anything about this. Asked whether he had received any land from Bentley, he said as yet he had not received land from anyone.

Examination of No TEN:

Asked whether he had any land in Oklahoma, he replied yes; he had land near McCloud. Asked whether any arrangement had been made to sell this land, he replied yes. Asked what was this arrangement, he replied the land in Oklahoma was to be sold and he was to receive land in Mexico in exchange, same as the other Indians. Asked how much land he had, he replied, 80 acres. Asked whether he had made any papers authorizing the sale of his land, he replied that about March 13, in Eagle Pass, he signed a paper relating as he supposed to the sale of the land and at the time he signed the paper he received 200 Mexican dollars; he received the money at Bonnet's bank at Eagle Pass. Asked how he got the money from the bank, he replied that he took to the bank a check that Mr. Bentley had given him, and the bank took the check and gave him the money. Asked whether he knew how much the land was worth or whether Mr. Bentley had told him of its value, he replied no. Asked whether he knew how much the paper or deed said the land was worth, he replied that Mr. Bentley did not tell him anything contained in that paper. Asked as to the arrangement he had with Mr. Bentley, he replied that Mr. Bentley was to sell this land and give him land in Mexico, as he did not want to live in Oklahoma, but to be where he could go to the mountains and hunt. He (No ten) wants Bentley to do as he has promised to do. Asked whether Mr. Bentley had refused to comply with his agreement, he replied no, but he wanted Mr. Bentley to help us get our land. Asked whether Mr. Bentley had told him that Congress had passed a law by which he could sell his land, he replied yes, that Mr. Bentley told him he could sell his land. He said that his land was leased; on the first lease he received \$50 per year; this lease was made under Bentley; the second lease was \$135 per year; this was under Mr. Thackery. He drew the lease money himself.

EXHIBIT No. 131 [Goode].

Certified copy of the proceedings of voluntary jurisdiction promoted by Mr. C. H. Dickson with date 26 July of 1905.

MONCLOVA COUP, 19th August of 1905.

The citizen licentiate Francis Valdés Llano, first judge of letters of the district of Monclova, State of Coahuila, of Zaragoza, certifies that in the proceedings of voluntary jurisdiction promoted by Mr. C. H. Dickson there are found the following evidence (on the margin the stamps required by law duly canceled):

To the honorable first judge of letter, Monclova:

The subscriber, resident of the United States, and charged with a commission of the Government of the United States, respectfully appears before you and makes known that for the elucidation of certain facts connected with the movement of the Kickapoo Indians from the Territory of Oklahoma and their pretension of having required land in this country he needs to have a sworn judicial information relative to the management and conduct of Martin J. Bentley, who was Indian agent, as with the Government of the United States and the said Kickapoo Indians. Mr. Bentley is here and some of the Indians interested are resident on lands belonging to the jurisdiction of this presidency. He therefore prays that a competent judge of this town be empowered to cite and, under solemn oath, cause Mr. Martin J. Bentley to declare and answer the questions that are incorporated in this instrument:

1. Let him state his general civil condition and occupation.

2. Let him state if he was at any time a special agent in charge of the Kickapoo Indians in the United States.
3. Let him state how long he was employed as special agent with the Indians.
4. Let him state fully the circumstances that led to his dismissal or resignation of employment in the Department of Indian Affairs.
5. Let him state whether his accounts with the United States Government have finally been adjusted and settled.
6. Let him state whether it is not a fact that on turning over to his successor, F. A. Thackery, he made him believe that, stored in Shawnee, there were several barrels of lime, thereby causing him to sign a fraudulent receipt for said property that did not exist.
7. Let him state whether it was not he who first conceived the plan to get the Kickapoo Indians to come to Mexico.
8. Let him state whether, when he was special agent with the Indians, he offered said Indians, or some of them, inducements in the form of carts, wagons, etc., in order that they should come to Mexico.
9. Let him state whether since he left his employment as Government agent he has not made every possible effort, by promises, bribes, and threats, in order that the Kickapoo and other Indian should come to Mexico.
10. Let him state whether he has not told these Kickapoo Indians, or some of them, that if they would come to Mexico they could hunt, gamble, and get drunk, and that they would not be compelled to send their children to school.
11. Let him state whether he has encouraged these Indians in their disregard for the laws of the United States and openly sought that they oppose schools and progress and urged them on in lawlessness, sloth, and vicious habits.
12. Let him state whether some of these Kickapoo and other Indians, having come to Mexico, he has persisted in encouraging to despise and disobey the laws and the duly constituted authorities of both countries.
13. Let him state whether he has not told many of these Indians that he would buy them land where they could have a stopping place or home.
14. Let him state whether he has made that many of these Indians should issue him letters of power or powers of attorney in order that he might dispose of their lands in the United States.
15. Let him state whether any of these Kickapoo Indians have placed money in his hands in order that he safeguard it.
16. Let him state the names of the Indians who made such deposits with him.
17. Let him state the amounts pertaining to each one of the Indians.
18. Let him state who are associated with him in this matter of the Kickapoo Indians.
19. Let him state their Christian and surnames and where they are domiciled.
20. Let him state whether he in any manner conducted to procure that the United States Congress should promote a law to cancel the legal restrictions on certain allotted lands belonging to Indians.
21. Let him state what influences were used to obtain the passing of this law.
22. Let him state whether it is not true that money was used to obtain the promulgation of said law.
23. Let him state whether it is not true that he told a cashier of one of the banks in Shawnee that all matter relating to this land business had been struck out of the bill referring to Indian affairs.
24. Let him state whether it is not a fact that the same day he gave these data he left for Mexico and Eagle Pass.
25. Let him state whether it is not a true fact that when he started on this journey he already had prepared deeds of transfer to be signed, and that said deeds of transfer, excepting one, were dated 7th of March, 1905, and the one, 9th of March, 1905, the first ones three days after the promulgation of the law referred to.
26. Let him state whether any of the Kickapoo whose names are cited below have received through him any of the amounts of those specified in said transfer deeds dated as above as the consideration or purchase price of the sale: Okemah and his wife Thi the quah, Thi the quah and her husband Okemah, Wah nah ke the pah and his wife Wah puet we che, Kish kenic quot and Ne pah pah and his wife Tapah thea, Neconogrit and Ah na thi hack quan, his wife, Noten, Shu che quah.
27. Let him state whether he has paid any portion of these specified amounts to any one of the forementioned Kickapoo as the price of the sale.
28. Let him state whether the forementioned Indians, or any one of them, comprehended and were fully acquainted with the nature of the documents they were made to sign.
29. Let him state whether he made fully known to each one or to any one of the above-cited Indians the amounts that were expressed as the consideration or price of sale.

30. Let him state whether he fully informed each one of the forementioned Indians or any one of them as to the value of these lands they were alienating.

31. Let him state whether he made these Indians or any one of them understand that these allotment lands of theirs were of great value.

32. Let him state before what competent authority or legal witnesses in Eagle Pass, or in this country, he caused said deeds of sale or alienation to be signed.

33. Let him state where he presented these deeds for record.

34. Let him state who were his partners in the purchase of these lands, what are their names, and where are they domiciled.

35. Let him state whether he has sold or transferred by deed of sale or otherwise these lands or any portion of them.

36. Let him state whether while he was employed as special agent with the Indians he agreed with a certain Davis through the intermediation of a certain Perry Rodkey to cause the cancellation of the allotment of a certain Indian, Wapana kis ka kah, conditioned on Davis giving him a thousand dollars.

37. Let him state what was his occupation during the five years preceding his nomination as United States special agent with the Indians.

38. Let him state if he has ever been accused or prosecuted for any offense against the laws of the United States or those of Oklahoma.

39. Let him state whether he has ever been mixed up with a transaction for which he was threatened with a criminal prosecution.

40. Let him state whether he has said since he has been here that he was acting under orders of the Government of the United States as paymaster of the Kickapoo Indians.

41. Let him state the agreement that he had with the Indians mentioned regarding the sale or alienation of their lands in Oklahoma.

42. Let him state whether this agreement was in writing or verbally.

43. Let him state whether he has complied with the agreement in full or in part.

44. Let him state who or whom are his partners or representatives in this town and what are their powers.

45. Let him state whether he has acquired any land in this Republic.

46. Let him state: First, how much he agreed to pay for said land; second, where it is situated; third, the area it has; fourth, was the payment to be made cash or to be on time.

47. Let him state where the deeds were drawn up and where he presented them for record.

48. Let him state whether he still is owner of the land he acquired in this Republic.

49. Let him state who are the persons in the favor of whom are the forementioned deeds, dated the 7th and 9th of March of the present year, that he caused to be signed by the before-mentioned Indians in Eagle Pass.

50. Let him state what relationship these persons bear him.

51. Let him state what relationship Ida M. Bentley bears to him, and what relationship he has with W. W. Ives.

52. Let him state whether he has not represented with insistence to the Indians that if they would come to Mexico they would be able to follow, without interference, their savage mode of life; and using the powers he had, he would give to those who should come and would issue him powers to dispose of their lands in Oklahoma, wagons, mules, horses, and tools, and to further encourage them, told them that the United States Government was going to force them to send their children to school, and they themselves to cultivate their lands.

53. Let him state what amount of money he received of the Kickapoo Indian woman, Ah thah meh skah mo quah, who died the 15th of February of the present year, leaving a descendant.

54. Let him state what he did with this money.

55. Let him state whether he deposited it with any guardian or proper authority.

56. Let him state whether he has told or represented to the Indians, Kickapoos and others, with whom he has treated, that the store established near the buildings occupied by Mr. Thackery as the agency office in the neighborhood of Shawnee, is on account of Mr. Thackery, or that he has a large interest in the profits of said store, making the said Indians believe that money placed in the hands of the person in charge of said store was virtually in the hands of Mr. Thackery, and that he (Mr. Thackery) would answer for said deposits, while he (Mr. Bentley) knows that Mr. Thackery never had nor has any interest whatever in said store, it was and is established against the judgment and wish of said Thackery.

And prays that the examining judge shall make the declarator answer fully this interrogatory and in a clear and concise manner, and when the information is taken that a certified copy of it be issued.

I asseverate truth and sincerity.

Muzquiz, Coahuila, July 26, 1905. Charles H. Dickson. A seal that says, "First court of letters of the district of Monclova Court." It was received the 27th day of July of the current year at 9 in the morning. Be it known. (Sign manual.)

Monclova, July 27, 1905. As presented, let a docket be formed with the foregoing instrument, and as is petitioned faculties are delegated to the second local judge of Villa Muzquiz in order that he, with the intervention of the "ministerio publico" take the declaration which is solicited by the petitioner to the tenor of the interrogatory preceding the proceeding being returned here in due time to this court. The first judge of letters of this district decreed and signed it. I attest: F. Valdés Llano, Carlos Rios, secretary. (Sign manuals.) In sequence it is forwarded on five good sheets. Be it known. (Sign manual.) A seal that says, "Second local court Muzquiz, Coahuila." Received the 29th of July of the current year. Be it known. (Sign manual.)

Muzquiz, July 29, 1905. Let that ordered by the first judge of letters in the foregoing decree be complied with, and for which object let Martin J. Bentley be cited, and with the intervention of the "ministerio publico" let the information solicited be taken and done; let it be returned. The second local judge so decreed it and signed. We attest: Rafael Elizordo, assistant witness; Franco Aguirre, A. J. Wals. (Sign manuals.)

Muzquiz, July 31, 1905. Present, Mr. Martin J. Bentley, and by virtue of the citation he was duly sworn through his interpreter, Dr. A. G. Buchelman, in the presence of the representative of the "ministerio publico," he being warned at first of the penalties he would incur should he bring forth falsely, and examined in conformity with the tenor of the foregoing interrogatory.

1. To the first question he answered that his name is as written; 45 years of age, married, a lawyer, born in Shawnee, Okla., United States of America, and temporarily in this village.

2. To the second. Yes.

3. To the third. Six years, more or less.

4. To the fourth. The agency established was suppressed.

5. To the fifth. That they were liquidated and settled, he withdrawing the bond he had given and getting his corresponding receipt.

6 To the sixth. The lime did not exist, but that he paid a merchant its value in order that he should deliver it to Mr. Thackery, and this latter must have been satisfied, as he has said nothing—so much so that he has issued a receipt for all that was delivered to him, including said lime. He observed that in that commercial house he bought on behalf of the Government a certain quantity of lumber and lime, and as one thing or the other was taken out by orders on the balancing it resulted that he had drawn more lumber than was bought and less lime. Therefore the merchant took the value of the lime, the excess on the lumber, and as he has stated, he has paid the difference and his successor has been satisfied.

7 To the seventh. No.

8. To the eighth. No.

9. To the ninth. No.

10. To the tenth. No.

11. To the eleventh. No.

12. To the twelfth, most positively, no.

13. To the thirteenth. That he has received funds from the Indians to buy them land, and that he has been with the President of the Republic in company with the Indian Wah pe chi quah, telling him about it.

14. To the fourteenth. That he has no such special power.

15. To the fifteenth. That he has had, but he now has not, other funds than those deposited for the purchase of lands and private loans for which he has given corresponding notes.

16. To the sixteenth. They are Picua, Mancy Pa kon, and others that he does not remember.

17. To the seventeenth. That of Picua he had \$2,000 American money, which he has returned; of Nancy Pacon, \$1,200 American money; that these also he has returned to her; of Emma Garland, \$3,000; that he has also returned it to her. He does not remember these others, but to all as he recollects he has returned the deposits they made with him.

18. To the eighteenth. The Mexican International Railway Company, the Southern Pacific Railway Company. These companies are interested because they have given him an office in the Indian Territory for the traffic, as also the Missouri, Kansas and Texas Railway Company, with the same interest; that associated with him he has practically no one but the Indians as regards the profits.

It being 6 o'clock in the evening, this declaration is suspended, to be continued at 8 o'clock in the morning to-morrow, and, read as it was to the declarant, he affirmed and ratified it, signing with the judge, the representative of the "ministerio publico," and the interpreter. We attest: Rafael Elizondo, M. E. Rodriguez, A. G. Berchel-man, M. J. Bentley, A. Franco Aguirre, A. Florencio Wala. (Sign manuals.)

Musquiz, August 1, 1905. Now that it is 9 o'clock in the morning, and Mr. M. J. Bentley being present for the effect of continuing this proceeding in the presence of the representative of the "ministerio publico," he was newly sworn and promised to speak the truth in what he may know and be asked. The examination was proceeded with and, according to the interrogatory, he answered:

19. To the nineteenth. That outside of the railway companies mentioned he has no other associates other than the Kickapoo Indians who reside here.

20. To the twentieth. Yes; he recommended that law to the Congressional committees.

21. To the twenty-first. That he made known to Congress that the Indians were not residents of the United States, and that they resided in Mexico, and for that reason desired to dispose of their lands in the United States.

22. To the twenty-second. That money was not used illegally.

23. To the twenty-third. That he does not recollect having had such conversation.

24. To the twenty-fourth. That he can not resolve this, because he does not remember having given any data.

25. To the twenty-fifth. That he had no kind of documents or forms when he left Washington.

26. To the twenty-sixth. That he is attorney for the Indians, and it is a question as between attorney and client, and therefore reserves himself to answer this question if he be compelled to do so by the judge.

27. To the twenty-seventh. That he has paid them money; to all those who have made transfers.

28. To the twenty-eighth. He took special pains to make them understand; as much he, as the notary and the American consul at Ciudad Porfirio Diaz, before whom they signed the documents; and according to his true understanding they were well acquainted. Further, two of them speak English well.

29. To the twenty-ninth. That, as he has stated with speciality, he took care to make them know the contents of the documents.

30. To the thirtieth. That all understood well the value, and he discussed with them the total value that those lands might bring.

31. To the thirty-first. That these Indians are the most intelligent of the tribe and know well the value of their lands by the improvements that they themselves have made.

32. To the thirty-second. That the documents were drawn in Eagle Pass, Tex., before the president of the Border National Bank, who is a notary public; that he, as much as the Indians, speaks Spanish well and could understand each other well; that another document was made before the American consul within his district.

33. To the thirty-third. The purchasers sent these documents to the United States for record in their proper district.

34. To the thirty-fourth. That there were no partners; that Mrs. Ida B. Bentley was a purchaser of two lots and resides in Tecumseh, Okla. Mr. J. H. Everest, of the city of Oklahoma, bought one lot, and the other lots were bought by W. W. Ives, of Shawnee, Okla.

35. To the thirty-fifth. That he has not sold, and is aware that three allotments have been sold.

36. To the thirty-sixth. No.

37. To the thirty-seventh. That when he was appointed Indian agent he was mayor of the city of Shawnee, and previous to that was engaged in the promotion of railway enterprises.

38. To the thirty-eighth. That he has never been arrested under the laws of Oklahoma. He was arrested by the United States Government, but they withdrew the action, and he was never brought to trial. That at present he is charged with an offense that the supreme court of justice has declared is no violation of the laws.

39. To the thirty-ninth. That he does not know of any—only those before mentioned.

40. To the fortieth. That he has not stated it.

41. To the forty-first. The agreement is that of the money produced by the sale there would be given to them what they needed to live on; the remainder, if it were sufficient to buy land in Mexico, would be thus invested; and each one received some money when he made the transfer of his land, and even up to date they have been receiving; that the land which might be bought could be here or in Texas; that the

lands that may be bought will be adjudicated to the seven Indians in proportion to money invested by each one.

42. To the forty-second. It was by private agreement.

43. To the forty-third. That he has complied as far as it has been possible for him to do so; that he immediately set about buying the "Nogalitos" lands, offering \$55,000, and had almost completed the purchase, and in the end the owner would not make the transfer; that he has also been in the State of Durango seeking the land and has not ceased working on this, which is his business here, and at present he is treating for the purchase of 100 leagues of land with General Naranjo.

44. To the forty-fourth. That he has no partners excepting the Indians; that he has commissioners employed for the inspection and report on the lands that he may negotiate for.

45. To the forty-fifth. No; only by option.

46. To the forty-sixth. That of lands contracted under option he has 31,000 acres, undertaking to pay \$9,000 American money, and another of 100 sitios for \$140,000 American money, which lands are situated in the northern part of this State; that he is in condition to pay the value of either one of these properties cash down.

47. To the forty-seventh. That he has made no purchase, and therefore no deeds have been drawn nor any recorded.

48. To the forty-eighth. That he is not owner of any land in this Republic.

49. To the forty-ninth. That he has already answered this (34).

50. To the fiftieth. That one of the purchasers is his wife.

51. To the fifty-first. That the first is his wife and the other is no relation.

52. To the fifty-second. That he has represented to them the exact contrary; that he has told them that to be respected by the Mexican Government and Mexicans they need to be industrious and live according to the laws; that he has never given to any Indian either carts nor any other thing of value to induce them to come to Mexico; that some of them were very poor and had relatives among the Kickapoo Indians of the Nacimiento colony, and he supplied them with funds for the trip; that since the American troops came to Mexico to take away the Kickapoo Indians these have had an inclination to return, and ever since he has had dealings with them they have made open inquiry as to when they could return to Mexico; that as part of this answer he asks that a letter be added which he presents (which is ordered to be added).

53. To the fifty-third. That he received \$5,000 American money, three thousand in deposit and two thousand as a loan; that of the \$5,000 which he received he paid to her before her death \$3,035, and when she died he owed her \$1,975.

54. To the fifty-fourth. That since the death of that Indian woman he maintained the daughter up to the time of her death in the month of June last and paid all the expenses of her sickness and burial; also he has advanced some money to her heir that survived, and holds the balance till the estate is probated.

55. To the fifty-fifth. That he holds the remainder of the money as he has stated.

56. To the fifty-sixth. That he never advised any Indian to deposit money nor make purchases in that store, and, on the contrary, he told them they would be robbed if they went there: that he told the Indians that he believed Mr. Thackery was interested in that business, by reason of the great friendship he had with the owners of said store.

With which these proceedings were closed and read to the declarer by way of his interpreter, and he ratified it, signing with there representative of the "ministerio publico," We attest: Rafael Elizondo, M. J. Bentley, M. E. Rodriguez, A. G. Berchelman, A. Francisco Aguirre, A. F. Wals. (Sign manuals.)

Muzquiz, August 4, 1905. The proceedings ordered by the first judge of letters being concluded, let the docket be forwarded to said court for what it may see fit to decree. The second local judge so decreed and signed. We attest: Rafael Elizondo, A. Francisco Aguirre, A. F. Wals. (Sign manuals.) In sequence and on 12 good sheets it is forwarded, there remaining the proof. Let it be known. (Sign manual.)

Received in Monclova the 8th day of August. Be it known. (Sign manual.)

Monclova, August 9, 1905. It appearing that the document of sheet 10 is written in English, let the official interpreter, Mr. Albert Lobo, be instructed to translate it to Spanish, and this done, let a certified copy of these proceedings be issued to the interested party, the original being archived; let it be notified. The first judge of letters so decreed it and signed. I attest: Valdés Llano. Carlos Rios, secretary. (Sign manuals.)

On the 10th of August the record of the foregoing decree was made. Be it known. (Sign manual.)

On the 11th of August, present the official interpreter, Mr. Albert Lobo; he was notified of the foregoing decree, and he said he heard it and would carry out the decree that was notified him. Signing. I attest: Alberto Lobo; Carlos Rios, secretary. (Sign manuals.)

On the 12th August appeared the official interpreter, Mr. Albert Lobo, and after being sworn said that he had informed himself of the letter written in English that is connected with sheet 10, and whose literal translation to Spanish is as follows:

THE FIRST NATIONAL BANK,
Shawnee, O. T., 7th July, 1905.

Mr. WAP PE CHI QUAH,
Muzquiz, Mexico.

DEAR FRIEND: Your letter in which you tell Mr. Clark that I should go there we received to-day. We both will be there soon. Mr. Clark will certainly be there by the 17th of July. We will now stay about two months, and will arrange the business of the Kickapoo. Some children have returned to the school here, and I think some of them will go south with us. You Kickapoos ought not to fear anyone. Behaving yourselves well, you have nothing to fear, nor will the Mexican Government trouble you. When you break the law is when you will be punished. Trusting that soon we will see each other,

We are your attentive and obedient servant,

M. J. BENTLEY.

This he set forth and signs. I attest: Albert Lobo; Carlos Rios, secretary. (Sign manuals.)

On the 12th of August at 6 in the evening, Mr. Dickson was notified of the foregoing report, in accordance with article 83 of the Code of Civil Procedure. (Sign manual.) Strike out "diligencia;" no value. And in compliance with that ordered by this court in the decree of date 9th of the current month there is issued to Mr. C. H. Dickson the present certified copy, with the legal stamps duly canceled in this city of Monclova on the 19th day of the month of August, 1905. I attest:

F. VALDÉS LLANO.
CARLOS RIOS,
Secretary.

EXHIBIT No. 132 [Goode].

Petition of Charles H. Dickson, supervisor of Indian schools.

Hon. first court of letters of the district of Monclova.

The undersigned, resident of the United States and charged with a commission of the Government of the United States, respectfully appears before you and makes known: That for the elucidation of certain facts he needs to make a legal inquiry relative to the conduct and management of a certain Martin J. Bentley, Indian agent, as with the Government of the United States and the Kickapoo Indians. Some of the Indians interested are resident or domiciled on lands belonging to the presidency of the villa Muzquiz, of this district. Therefore he petitions this honorable court to empower a competent judge of villa Muzquiz to cite and under oath cause the following persons to depose: Oke mah and his wife, Thi the qua; Wah hah ke the hah and his wife, Wah puck weche; Kish kenie quot and his wife, Ne pah hah; Tapa thea, Neco no pit and his wife, Ah na thi hack; Noten, and other persons that he will present in order that they answer the following interrogatory:

First. What induced him to come to Mexico?

Second. Let him state what statements were made to him regarding the value of lands in the neighborhood of Shawnee, Okla., at the time that the sale or alienation of the land belonging to him by allotment was being negotiated, and at the time when he signed the transfer deed.

Third. Let him state who made him these statements.

Fourth. Let him state what representations (statements) were made to him by Martin J. Bentley as to the amount of money he would have to pay him for this allotment land.

Fifth. Let him state whether this amount would have to be in Mexican money or in that of the United States.

Sixth. Let him state, if the payments were to be in Mexican money, did the agreement stipulate silver, gold, or bills?

Seventh. Let him state whether, in fact, he received money; what was the amount and what he did with the amount he received.

Eighth. Let him state whether the payment of this allotment was to be not in money, but rather by exchange for other land in this country.

- Ninth. Let him say where is this property situated which he received in exchange.
 Tenth. Let him state what value had said property at the date of the exchange.
 Eleventh. Let him state what value does he consider said property may have to-day.
 Twelfth. Let him state whether he is still content and satisfied with the alienation of his allotment land in the Territory of Oklahoma.
 Thirteenth. Let him state what in fact has Martin J. Bentley or others given or paid him for the allotment that belonged to him in Oklahoma.
 Fourteenth. Let him state who are the others who acquired this allotment.
 Fifteenth. Let him state what value had the property acquired by exchange or purchase at the time he acquired it, where is it situated, and what he has done with it.
 Sixteenth. Let him state from whom did he acquire it, and for how much.
 Seventeenth. What statements were made him regarding the right the Indians had to sell or dispose of their allotments to any person whatsoever.
 Eighteenth. Let him state who made him these statements.
 Nineteenth. Let him state whether when he signed the deeds of alienation to his allotment he was notified that the American Congress had given, or very shortly would give, the Indians power to dispose out of their allotment lands freely and without restriction whatever.
 Twentieth. Let him state where he has the deeds to the property acquired in this country.
 Twenty-first. Let him state where he presented them for record and before what authority or notary they were signed.
 Twenty-second. Let him state what were the statements that induced him to come to Mexico.
 Twenty-third. Let him state who made these statements.
 Twenty-fourth. Let him state how much or what he may have received for his allotment in Oklahoma.
 Twenty-fifth. Let him state who paid him this amount or exchanged the allotment for other property.
 Twenty-sixth. Let him state who persuaded him to alienate his allotment in Oklahoma.

And when this information is received that a certified copy of same be issued me.
 I asseverate truth and sincerity, Monclova, July 23, 1905.

CHAS. H. DICKSON.

Received the 25th day of July.
 Let it be known. (Sign manual.)

MONCLOVA, July 25, 1905.

It is presented.

Let a docket be formed, and, as is prayed by the petitioner, let the information that he requests be taken according to the tenor of the interrogatory that precedes for the which purpose powers are delegated to the first local judge of villa Muzquiz; said information to be taken in the presence of the (ministerio publico) prosecuting attorney.

So decreed and signed by the first judge of letters of the district of Monclova. I attest: F. Valdes Llano; Carlos Rios, secretary. (Sign manuals.)

In continuation it is forwarded.

Let it be known. (Sign manual.)

Received the 26th of July.

Let it be known. (Sign manual.)

MUZQUIZ, July 26, 1905.

Let it be done as the citizen first judge of letters decrees it, the 2d day of August next being designated for the taking of the information decreed.

Let it be notified.

The first local judge ordered it and signed. We attest: Rafael Garza, A. Emilio Acosta, A. Francisco Aguirre. (Sign manuals.)

MUZQUIZ, July 29, 1905.

Mr. Chas. H. Dickson being present, through his interpreter, Mr. Arthur C. Wheatley, he was notified of the foregoing decree, and understanding it, said he hears it, and they sign: We attest: Rafael Garza, Arthur C. Wheatley, Chas. H. Dickson, A. Emilio Acosta, A. Francisco Aguirre. (Sign manuals.)

MUZQUIZ, August 2, 1905.

Present: The Indians, Oke mah, Wah nah ke the hah, Neconopit, and Noten; they were sworn according to law and warned of the penalty that they were subject to if they should bring forth falsely before the syndic of the municipality; Mr. Marciaro E. Rodriguez, representing the prosecuting attorney (ministerio publico), through the interpreters, Messrs. Henry Jones and Arthur C. Wheatley, both of age, the second a native of England and the first of the United States, and they understood,

answering that they protested, and do not sign because they do not know how, those only doing so who knew. We attest: Rafael Garza, Arthur C. Wheatley, Henry Jones, M. E. Rodriguez, A. Emilio Acosta, A. Francisco Aguirre. (Sign manuals.)

MUZQUIZ, August 2, 1905.

Present, Oke mah, and before the representative of the prosecuting attorney (ministerio publico), and through the interpreters, Messrs. Arthur C. Wheatley and Henry Jones, he stated his name as as here written; of 49 years of age; married; a farmer and hunter, of this neighborhood; and that the general clauses^a do not apply as with the petitioner, and asked in accordance with interrogatory that foregoes answered:

To the first. To show his children to his father and mother-in-law, who lived in the nacimiento (colony), and with the object of going to work.

To the second. That nothing was told him of the value of the lands in Oklahoma at the time of the sale, nor when he signed the deeds did they explain how much they were paying him for his lands.

To the fourth. That he did not tell him anything regarding the value he had to pay him.

To the seventh. That he received from Mr. Bentley \$200 gold and \$200 Mexican silver.

To the eighth. That it was to be by exchange for land in this country.

To the ninth. That he has not received it, nor does he know where it may be.

To the twelfth. That he is still content.

To the thirteenth. That the \$200 gold and the \$200 silver he understands that he received them on account of his allotment in Oklahoma; that Mr. Bentley and a banker, whose name he does not know but who is fat, delivered them to him.

To the seventeenth. That the agents of the Government of the United States told them they could sell their lands.

To the eighteenth. That it was Mr. Bentley.

To the nineteenth. That he was not notified anything of that which is asked him. Next he was asked as to the reason of his statement and answered that he bases the reason for his statement in that it is evident to him by sight and hearing; with which this proceeding was closed, it being noted the other questions were not put to him, as the petitioner thought it unnecessary. This he said and read to him; he affirmed it and ratified it, signing those who might know. We attest: Rafael Garza, M. E. Rodriguez, Henry Jones, Arthur C. Wheatley, Chas. H. Dickson. (Sign manuals.) A. Emilio Acosta, A. Francisco Aguirre. (Sign manuals.)

MUZQUIZ, August 2, 1905.

Present, Wah nah ke the hah, before the representative of the ministerio publico, and through the interpreters, Arthur C. Wheatley and Henry Jones, he stated he is called as it is written; of 41 years of age; married; farmer; native of the Mexican Republic; resident a long time in the United States, and now here; that the general clause of the law does not touch him as regards the petitioner, and examined in accordance to the tenor of the interrogatory that foregoes he answered.

To the first. Because he had desires to come to Mexico and because of the bad way he was treated in the United States.

To the second. That they told him nothing of the value of land in Oklahoma; that they told him that the value of his lands was \$10,000, but that he was not to receive money, but lands in Mexico.

To the third. Mr. Bentley.

To the fourth. None.

To the fifth. That he does not know.

To the seventh. That he has not received money nor has he sold his lands; that which he has done is to propose his lands in Oklahoma in exchange for land here.

To the eighth. That he had not to receive any money, but land in this country in exchange for his; that he has not received it; does not know the reason why.

To the twelfth. That if they comply with what was offered he is satisfied.

To the thirteenth. That he has received nothing from anyone.

To the seventeenth. That they have not told him anything.

To the nineteenth. That he has not signed any deeds, nor have they made him any notification; that he has signed a document for the exchange of his lands, he and his wife, here in the camp that they actually have in this place, but they have not

^a General clauses referred to are any personal antagonism or intimate friendship or blood relationship, which are regarded as inhibiting a sworn statement affecting either party.

sold it and have not yet received the land in exchange; that Mr. Bentley presented them the document referred to and they signed it, placing the hand on the pen in symbol of the signature, but without other witness than the same Bentley, who gave them 200 Mexican dollars solely because they signed.

To the twentieth. That they have not given him any document.

To the twenty-second. That no representations have been made him.

To the twenty-third. No one.

Asked as to the reason of his statement, he said that he bases in that is evident to him by the intelligence he has, with the which this proceeding concluded, the which was read to the deponent through the interpreters referred to, and he ratified it, not signing, as he stated he did not know how, signing the interpreters with the sindic and the witnesses of attendance. We attest: Rafael Garza, M. E. Rodriguez, Arthur C. Wheatley, Henry Jones, Chas. H. Dickson, A. Emilio Acosta, A. Francisco Aguirre. (Sign manuals.)

On the 2d of August the proceedings were suspended in order to continue it the next day.

Let it be known. (Sign manual.)

MUZQUIZ, August 3, 1905.

Present, Necongorit; before the representative of the ministerio publico, he stated through the interpreters, Arthur C. Wheatley and Henry Jones, to be called as is written, of 80 years of age, married, farmer and hunter, belonging to the United States, and actually residing here, and that as with the petition he is not touched by those of the law; in continuation he was questioned in conformity with the foregoing interrogatory and answered:

To the first. That because he no longer liked to live in the United States.

To the second. That they did not tell him anything about the value of the lands nor at the time of their alienation; that he did not sell them; that he gave them to Mr. Bentley.

To the fourth. That nothing was said about money; that Mr. Bentley was to give him here a piece of land when he may have found it in exchange for his in Oklahoma.

To the seventh. That he has not received any money whatever.

To the eighth. That it had to be an exchange for other property in this country that he might have a good place to rest.

To the ninth. That nothing has been turned over to him; they are seeking for it.

To the twelfth. That he is content with this exchange.

To the thirteenth. That he has not sold his land, therefore he has not received payment from anyone.

To the seventeenth. That no one told him anything.

To the nineteenth. That they did not explain anything; he believed he was exchanging one land for another.

To the twentieth. That he has no document whatever; that perhaps when he may receive the land they will give him the deeds.

To the twenty-sixth. That Mr. Bentley persuaded him.

Asked as to the reason of his statement, he answered: That it is evident to him by intelligence he has to understand things.

This he stated, read the which was done for him he affirmed and ratified it. Those signing who know how. We attest: Rafael Garza, M. E. Rodriguez, Arthur C. Wheatley, Henry Jones, Chas. H. Dickson, A. Emilio Acosta, A. F. Wale. (Sign manuals.)

MUZQUIZ, August 3, 1905.

Present Notén before the representative of the ministerio publico, through his interpreters, Arthur C. Wheatley and Henry Jones, stated he is named as is written, of 44 years of age; married; hunter; a native of Kansas, United States, and actually resident here, and that as with the petitioner, the general clause of law do not touch him, and examined in conformity with the interrogatory presented, he answered:

To the first. That he came to Mexico to see if the Mexican Government would return the lands that they had conceded to them before.

To the second. That he received 80 acres from the United States Government; that when he resolved to come to Mexico Mr. Bentley made him understand that they were worth \$2,000, and when he signed the documents they did not tell him anything.

To the third. That Mr. Bentley did.

To the fourth. That he did not make any statement whatever regarding the amount of money, and they told him that the document he was signing was an exchange for other land in Mexico.

To the seventh. That when he touched the pen in symbol of signing he received 100 American dollars from Mr. Bentley, and he believes that they were given him on account of the exchange of the land that he should receive here.

To the ninth. That as yet he has not received the land in exchange.

To the twelfth. That he is content.

To the thirteenth. That he has only given him \$100 (gold), as he has previously stated.

To the seventeenth. That they told him he could sell his lands, as he had a right to do so.

To the eighteenth. That it was Mr. Bentley.

To the nineteenth. That he was not notified anything.

To the twentieth. That he has no documents, nor has he received the property.

To the twenty-second. That Mr. Bentley told him he was going to obtain permission to sell his lands, and for the which he signed the document.

To the twenty-sixth. That no one persuaded him. He thought of it himself.

Interrogated as to the reason of his statement, he bases it on that it is evident to him, from the understanding he has of it, and this, his declaration, read to him, he affirmed and ratified it, not signing because he stated he could not. Those who know did so. We attest: Rafael Garza, M. E. Rodriguez, Arthur C. Wheatley, Henry Jones, Chas. H. Dickson, A. Emilio Acosta, A. F. Wals.

On the 3d of August the proceedings were suspended, to be continued the following day.

Let it be known.

(Sign manual.)

MUZQUIZ, August 4, 1905.

Present: The Indian women Wah puck weche, Tapa thea, and Ah na thi pack. They were sworn according to law before the representative of the ministerio publico, and warned of the penalty that they would incur if they should conduct themselves in falsehood, through the interpreters, Henry Jones and Arthur C. Wheatley, and they answered that yes, they swore; with the which this proceeding was closed; the which they do not sign, as they do not know how. We attest: Rafael Garza, Arthur C. Wheatley, Henry Jones, M. E. Rodriguez, Chas. H. Dickson, A. Emilio Acosta, A. Franco Aguirre. (Sign manuals.)

MUZQUIZ, August 4, 1905.

Present: Tapa thea, before the representative of the ministerio publico; stated, through the interpreters, Henry Jones and Arthur C. Wheatley, to be named as is written, to be 70 years old, a widow, native of the Indian Territory, in the United States, and a resident of this municipality; and questioned in conformity with the preceding interrogatory, answered:

To the first question: That she came to accompany her people, and because of her desire to live in Mexico.

To the second. That she never knew anything of the values; that they did not tell her the value; that she did not know the contents of the document, but she signed it in Eagle Pass, in order that Mr. Bentley might give her a piece of land in Mexico in exchange for hers.

To the fourth. That they did not speak about money, but that they would give her a piece of land in Mexico in exchange for her land in Oklahoma.

To the seventh. That when she touched the pen they gave her \$300 silver (Mexican); that she understood it was for her to eat, not in payment of her land.

To the ninth. That she does not know; that it has not been delivered to her yet.

To the twelfth. That she is content if they deliver to her the land offered her by Mr. Bentley.

To the thirteenth. That she has not received anything on account of land; that the \$300 that she said were given her by Mr. Bentley she believes were for the favor she did him in touching the pen.

To the seventeenth. No statements were made regarding the right to sell.

To the eighteenth. That she thought from her own heart to exchange her lands.

To the nineteenth. That they did not notify anything.

To the twenty-sixth. That no one persuaded her. She was next asked as to reason of her statement, and answered that it is evident to her by sight and knowledge she had of it. This she said and read, which it was she affirmed and ratified it. Those signing who may know how. We attest: Rafael Garza, M. E. Rodriguez, Arthur C. Wheatley, Chas. H. Dickson, Henry Jones, A. Emilio Acosta, A. Franco Aguirre. (Sign manuals.)

MUZQUIZ, August 4, 1905.

Present: The witness Wah puck weche; was examined regarding her general conditions before the representative of the ministerio publico, through the interpreters mentioned, and stated that she was named as is written, of 60 years of age, married, has

resided a good long time in the United States, but is a Mexican, and now resides in this municipality, and she is not comprehended in the general exceptions made by law regarding witnesses; and questioned according to the interrogatory, answered:

To the first. Because she liked the country and here could live in peace.

To the second. That they did not tell her anything of the value of the lands; that when she signed the documents in the camp of Wah pah hoco, of this municipality, Mr. Bentley and another American that she does not know were with her at the time; that she signed the documents in order that Mr. Bentley might give her land here, and money was not considered.

To the seventh. That, at the time she touched the pen, Mr. Bentley gave her \$200 silver (Mexican), because she did him the favor of signing the document; that he did not give her them on account of the land, but that she might have something to eat.

To the twelfth. That she is satisfied with the alienation of her property.

To the thirteenth. That as yet she has received nothing.

To the seventeenth. That no one told her anything regarding the right that Indians had to sell their lands.

To the nineteenth. That they notified her nothing that she does not know.

To the twenty-sixth. That no one persuaded her, and asked as to the reason of her statement, answered that she bases it in that it is known to her by the understanding that she has of the matter, and this read, which it was to her, she affirmed and ratified it, she not signing it, as she does not know how, and those signed who knew. We attest: Rafael Garza, M. E. Rodriguez, Arthur C. Wheatley, Chas. H. Dickson, Henry Jones, A. Emilio Acosta, A. Franco. Aguirre.

MUZQUIZ, August 4, 1900.

Present, the witness Ah na the hack quahwo was examined as to her conditions, before the representative of the ministerio publico, through the interpreters named, and she stated she was named as here written of 74 years of age; married; that she has lived a long time in the United States and now resides in this municipality, and she is not comprehended within the general exceptions made by law regarding witnesses, and questioned accordingly to the foregoing interrogatory, answered:

To the first. That she came to stay here with her relatives till she dies.

To the second. That they told her nothing of the value of the lands; that when she touched the pen in Eagle Pass, Mr. Bentley gave her two hundred Mexican dollars, because they would exchange land.

To the seventh. She received the \$200 for herself and husband jointly; that she does not know why that money was given her.

To the ninth. Perhaps Mr. Bentley may know; they do not know where it may be; they have not received it.

To the twelfth. That she is content if they comply with what has been agreed.

To the seventeenth. That none; that she is a woman who knows nothing.

To the nineteenth. That No.

To the twenty-sixth. No one persuaded her; that her own heart; and questioned as to reason of her statement she answered that she knows and does not know more. This she said and this read, which it was to her she affirmed it and ratified it; signing it he who may know (how). We attest: Rafael Garza, M. E. Rodriguez, Arthur C. Wheatley, Henry Jones, A. Emilio Acosta, A. Franco. Aguirre.

MUZQUIZ, August 4, 1900.

Two of the witnesses who have to depose in this inquiry, not being able to attend, one by reason of sickness, the other by reason of urgent family matters, let the subscribing judge be established at the camp of the Indians to finish the proceedings ordered. The first local judge so decreed and signed. We attest: Rafael Garza, A. Emilio Acosta, A. J. Wals.

MUZQUIZ, August 5, 1900.

Present, in his own house, in the camp of the Kickapoo Indians within this jurisdiction, the Indian Kish (Kenic) quot, he was sworn in due form in the presence of the representative of the ministerio publico, through the interpreters, Arthur C. Wheatley and Henry Jones, and he promised to speak the truth in what he knew or might be asked, he being warned of the penalties to which those who bring forth falsely are subject, and stated that he is named as here written; is 44 years old; married; a farmer and hunter; native of this town; a long-time resident in the United States and now in this place. Examined in accordance with the foregoing interrogatory, he answered:

To the first question. That he wished to come. Here there is much game.

To the second. That no one told him anything, and that Mr. Bentley told him what his lands were worth at the signing of a deed in Shawnee and another in Eagle Pass: to give him other lands here in proportion.

To the fourth. That at the time, signing the documents, he did not know what his lands were worth, and later he came to know that the value was three thousand three hundred and odd dollars American money, which he received from the agent for the land to which he made the document in Shawnee; for that to which he made a document in Eagle Pass he did not receive money, but they were to give him land in exchange here; nor did they tell him the value of this latter.

To the seventh. That he did not receive money in Eagle Pass for the land; that he only touched the pen in symbol of signing the documents in order that they should give him land here.

To the ninth. That he has not received it and that they are still seeking the land that they have to give him.

To the twelfth. That he is content.

To the thirteenth. That he received the money mentioned for the Shawnee document, and for the one of Eagle Pass he has received nothing.

To the seventeenth. That no one, and he supposes the Government had given permission for the sale of those lands.

To the nineteenth. That they did not tell him anything, either at Shawnee or Eagle Pass.

To the twenty-sixth. That no one persuaded him.

Questioned as to the reason of his statement, he answered that he bases it in that they are facts that have happened to him, and he knows them. This he said, and being read, which it was to him, he affirmed it and ratified it, not signing, as he stated he knows not how. Signing, the interpreters, the representative of the ministerio publico, and official witnesses. We attest: Rafael Garza, M. E. Rodriguez, Chas. H. Dickson, Arthur C. Wheatley, Henry Jones, A. Emilio Acosta, A. J. Wals.

MUZQUIZ, August 5, 1895.

Present, in her own house in the Indian camp, within this jurisdiction, the Kickapoo Indian woman, Thi the quah, or Ah sah wah see quah, she was sworn in due form through the interpreters, Arthur C. Wheatley and Henry Jones, and promised to speak the truth in what she may know or should be asked. She being warned of the penalties that he who brings forth falsely incurs, and stated to be named as here written, of 60 years of age, a native of this villa, resident for some time in the States, and now here examined according to the foregoing interrogatory.

To the first question she answered: To come and see her parents.

To the second she said that no one told her anything of the value of her land in Oklahoma, nor when the documents were made in Eagle Pass, and her husband told her that they (the lands) were exchanged for other lands in Mexico, and that her husband arranged the matter, and that nothing was explained to her.

To the fourth. That she received nothing; that her husband received from Mr. Bentley 150 Mexican dollars; that she knows that her land was sold as well as that of Okemah, her husband.

To the ninth. That she has not received it.

To the twelfth. That yes, she is content.

To the thirteenth. That she has received nothing.

To the seventeenth. That she has been told nothing.

To the nineteenth. That she has not been told anything.

To the twenty-sixth. That no one questioned as to the reason of her statement, she said that she based it in that they are acts of her own, and she knows it by understanding she has of them. She ratified the above, read as it was to her through the interpreters, not signing it, as she states she does not know how. The interpreters did so with the representative of the ministerio publico and official witnesses. We attest: Rafael Garza, M. E. Rodriguez, Arthur C. Wheatley, Chas. H. Dickson, Henry Jones, A. Emilio Acosta, A. Franco. Aguirre.

On the 9th of August Mr. Chas. H. Dickson, present, he made known that he had no further witnesses to present, and signed conjointly with his interpreter, Mr. Arthur C. Wheatley. We attest: Rafael Garza, Chas. H. Dickson, Arthur C. Wheatley, A. F. Wals, A. Francisco Aguirre. (Sign manuals.)

EXHIBIT No. 133 [Goode].

Questions for Indians (contained in petition filed July 22, 1905, by Supervisor Dickson, with Juez de Letras, of Monclova, Mexico.)

1. What induced him or her to come to Mexico?
2. What statements were made regarding the value of lands in the neighborhood of Shawnee Okla., at the time of sale or alienation of the land belonging to him (or her) by allotment was being negotiated, and at the time he (or she) signed the transfer deed?
3. Who made him (or her) these statements?
4. What statements were made to him by Martin J. Bentley as to the amount of money he would have to pay him for these allotted lands?
5. State whether this amount of money would have to be in Mexican money or in that of the United States.
6. State, if the payments were to be made in Mexican money, did the agreement stipulate silver, gold, or bills?
7. State whether in fact he received money, what was the amount and what he did with the amount he received?
8. State whether the payment of this allotment was to be, not in money, but rather by exchange of other lands in this country.
9. State where is this property situated which he received in exchange.
10. State what value had said property at the date of the exchange.
11. State what value does he consider said property may have to-day.
12. State whether he is still content and satisfied with the alienation of his allotment lands in the Territory of Oklahoma.
13. State what in fact has Martin J. Bentley or others given or paid him for the allotment that belonged to him in Oklahoma.
14. State who are the others who acquired this allotment.
15. State what value had the property acquired by exchange or purchase at the time he acquired it, where it is situated, and what he has done with it.
16. State from whom did he acquire it and for how much?
17. What statements were made to him regarding the right Indians had to sell or dispose of their allotments to any person whatsoever?
18. Who made him these statements?
19. State whether, when he signed the deeds of alienation to his allotment, he was notified that the American Congress had given or very shortly would give the Indians powers to dispose freely of their allotment lands without restriction whatever.
20. State where has he the deeds to the property acquired in this country.
21. State where he presented them for record and before what authority or notary public they were signed.
22. State what were the statements that induced him to come to Mexico.
23. State who made him these statements.
24. State how much or what he may have received for his allotment in Oklahoma.
25. State who paid him the amount or exchanged the allotment for other property.
26. State who persuaded him to alienate his allotment in Oklahoma.

Copy of testimony of Indians taken before first local judge of the court at Villa Muzquiz, Mexico, in answer to interrogatories (copy attached).

AUGUST 2, 1905.

O ke mah answers as follows:

To the first question. He says: To show his children to his father and mother-in-law, who live in the Nacimiento colony, and with the object of going to work.

To the second. That nothing was told him of the value of the lands in Oklahoma at the time of the sale, nor when he signed the deeds did they explain how much they were paying him for his lands.

To the fourth. That he (Bentley) did not tell him anything regarding the value he (Bentley) had to pay him.

To the seventh. That he received from Mr. Bentley \$200 gold and \$200 Mexican silver.

To the eighth. That it was to be by exchange for land in this country.

To the ninth. That he has not received it (land) nor does he know where it may be.

To the twelfth. That he is still content.

To the thirteenth. That the \$200 gold and the \$200 silver, he understands, he received them on account of his allotment in Oklahoma; that Mr. Bentley and a banker, whose name he does not know, but who is fat, delivered them to him.

To the seventeenth. That the agents of the Government of the United States told them they could sell their lands.

To the eighteenth. That it was Mr. Bentley.

To the nineteenth. That he was not notified anything of that which is asked him.

Wah nah ke the hah answers as follows:

To the first question. He says because he had desires to come to Mexico and because of the bad way in which he was treated in the United States.

Second. That they told him nothing of the value of the land in Oklahoma; that they told him of the value of his lands was \$10,000, but that he was not to receive money, but land in Mexico.

Third. That Mr. Bentley did.

Fourth. None.

Fifth. That he does not know.

Seventh. That he has not received money, nor has he sold his land; that which he has done is to propose (offer) his lands in Oklahoma in exchange for lands here.

Eighth. That he had not to receive any money, but land in this country (Mexico) in exchange for his land in Oklahoma; that he has not received it—does not know the reason why.

Twelfth. That if they comply with what was offered (their agreement) he is satisfied.

Thirteenth. That he has received nothing from anyone.

Seventeenth. That they have not told him anything.

Nineteenth. That he has not signed any deed, nor have they made him any notification or information as to paper signed; that he has signed a document for the exchange of his land, he and his wife here in the camp; that they actually have in this place; but they have not sold it (the land) and have not yet received the land in exchange; that Mr. Bentley presented them the document referred to and they signed it, placing the hand on the pen in symbol of the signature, but without other witnesses than the same Bentley who gave them \$200 Mexican solely because they signed.

Twentieth. That they have not given him any document.

Twenty-second. That no representations have been made to him.

Twenty-third. That no one.

AUGUST 3, 1905.

Ne con o pit answers as follows:

To the first question. He says: Because he no longer likes to live in the United States.

Second. That they did not tell him anything about the value of the land, nor at the time of their alienation; that he did not sell them; that he gave them to Mr. Bentley.

Fourth. That nothing was said to him about money; that Mr. Bentley has to give him here (in Mexico) a piece of land, when he may have found it, in exchange for his land in Oklahoma.

Seventh. That he has not received any money whatever.

Eighth. That it had to be an exchange for other property in this country, that he might have a good place to rest.

Ninth. That nothing has been turned over to him; they are seeking for it.

Twelfth. That he is content with this exchange.

Thirteenth. That he has not sold his land, therefore he has not received payment from anyone.

Seventeenth. That no one told him anything.

Nineteenth. That they did not explain anything to him; he believed he was exchanging one land for another.

Twentieth. That he has no document whatever; that perhaps when he may receive the land they will give him the deeds.

Twenty-sixth. That Mr. Bentley persuaded him.

No ten answers as follows:

To the first question. He says: That he came to Mexico to see if the Mexican Government would return the land that they had conceded to them before.

Second. That he received 80 acres from the United States Government; that when he resolved to come to Mexico Mr. Bentley made him understand that they were worth \$2,000, and when he signed the documents they did not tell him anything.

Third. That Mr. Bentley did.

Fourth. That he (Bentley) did not make any statements whatever regarding the amount of money, and they told him that the document he was signing was in exchange for other land in Mexico.

Seventh. That when he touched the pen in symbol of signing he received \$100 American of Mr. Bentley, and he believes that they were given him on account of the exchange of the land that he should receive here.

Ninth. That as yet he has not received the land in exchange.

Twelfth. That he is content.

Thirteenth. That he (Bentley) has only given him \$100 gold, as he has previously stated.

Seventeenth. That they told him he could sell his land, as he had a right to do so.

Eighteenth. That it was Mr. Bentley.

Nineteenth. That he was not notified (in form) of anything.

Twentieth. That he has no documents, nor has he received the property.

Twenty-second. That Mr. Bentley told him he was going to obtain permission to sell his land, for the which he signed the document.

Twenty-sixth. That no one persuaded him; he thought of it himself.

AUGUST 4, 1905.

Tah pah she answers as follows:

To the first question. She says: That she came to accompany her people and because of her desire to live in Mexico.

Second. That she never knew anything of the values (land); they did not tell her the values; that she did not know the contents of the document, but she signed it in Eagle Pass in order that Mr. Bentley might give her a piece of land in Mexico in exchange for hers.

Fourth. That they did not speak about money, but that they would give her a piece of land in Mexico in exchange for her land in Oklahoma.

Seventh. That when she touched the pen they gave her \$300 silver Mexican; that she understood it was for her to eat (buy provisions), not in payment for her land.

Ninth. That she does not know that it has not been delivered to her yet.

Twelfth. That she is content if they deliver to her the land offered her by Mr. Bentley.

Thirteenth. That she has not received anything on account of land; that the \$300 that she said were given to her by Mr. Bentley she believes was for the favors she did him in touching the pen.

Seventeenth. No statements were made regarding the right to sell.

Eighteenth. That she thought from her own heart to exchange her lands.

Nineteenth. That they did not notify her or inform her of anything.

Twenty-sixth. That no one persuaded her.

Wah puck we che (wife of Wah nah ke tha hah) answers as follows:

To the first question she says: Because she likes the country and here could live in peace.

Second. That they did not tell her anything of the value of the lands (in Oklahoma); that when she signed in the camp of Wah pah ho ko quah, of this municipality, Mr. Bentley and another American that she does not know were with her at the time; that she signed the documents in order that Mr. Bentley might give her land here, and money was not considered.

Seventh. That at the time she touched the pen Mr. Bentley gave her \$200 silver Mexican because she did him the favor of signing the documents; that he did not give her this on account of the land, but that she might have something to eat.

Twelfth. That she is satisfied with the alienation of her property.

Thirteenth. That as yet she has received nothing.

Seventeenth. That no one told her anything regarding the right that the Indians had to sell their land.

Nineteenth. That they notified or informed her of nothing; that she does not know.

Twenty-sixth. That no one persuaded her.

Ah no tha hah quah (wife of Ne con o pit) answers as follows:

To the first question. She says that she came here to stay here with her relatives until she dies.

Second. That they told her nothing of the value of the land; that when she touched the pen in Eagle Pass Mr. Bentley gave her \$200 Mexican because they would exchange land.

Seventh. She received but \$200 for herself and husband jointly; that she does not know why that money was given to her.

Ninth. Perhaps Mr. Bentley may know; they do not know where it may be; they have not received it.

Twelfth. That she is content if they comply with what has been agreed.

Seventeenth. That none; that she is a woman who knows nothing.

Nineteenth. That no.

Twenty-sixth. No one persuaded her; that her own heart.

AUGUST 5, 1905.

Kiah ke nic quote answers as follows:

To the first question he says: That he wished to come here; there is much game here.

Second. That no one told him anything; that Mr. Bentley told him what his lands were worth at the signing of a deed in Shawnee, and another in Eagle Pass to give him (Kiah ke nic quote) other lands in proportion.

Fourth. That at the time of signing the document he did not know what his lands were worth, and later he came to know that the value was three thousand three hundred and odd dollars American money, which he received from the agent (Superintendent Thackery) for the land to which he made the document in Shawnee; for that to which he made a document in Eagle Pass he did not receive money, but they were to give him lands in exchange here, nor did they tell him the value of the latter.

Seventh. That he did not receive money in Eagle Pass for the land; that he only touched the pen in symbol of signing the documents, in order that they should give him land here.

Ninth. That he has not received it, and that they are still seeking the land that they will have to give him.

Twelfth. That he is content.

Thirteenth. That he received the money mentioned for the Shawnee document, and for the one of Eagle Pass he has received nothing.

Seventeenth. That no one, and he supposes the Government had given permission for the sale of these lands.

Nineteenth. That they did not tell him anything, either at Shawnee or Eagle Pass.

Twenty-sixth. That no one persuaded him.

Thi the quah (wife of O ke mah) answers as follows:

To the first question she says: To come and see her parents.

Second. That no one told her anything of the value of the lands in Oklahoma, nor when the documents were made in Eagle Pass, and her husband (O ke mah) told her that they (the land) were exchanged for other lands in Mexico and that her husband arranged the matter and that nothing was explained to her.

Fourth. That she received nothing; that her husband received from Mr. Bentley \$150 Mexican; that she knows that her land was sold, as well as that of O ke mah, her husband.

Ninth. That she has not received it.

Twelfth. That, yes; she is content.

Thirteenth. That she has received nothing.

Seventeenth. That she has been told nothing.

Nineteenth. That she has not been told anything.

Twenty-sixth. No one.

EXHIBIT No. 134 [Goode].

List of questions contained in interrogatory filed with the first court of letters in the district of Monclova, July 26, 1905, for Martin J. Bentley to answer.

1. Let him state his name, civil condition, age, and occupation.
2. Let him state if he was at any time a special agent in charge of the Kickapoo Indians in the United States.
3. Let him state how long he was employed as special agent with the Indians.
4. Let him state fully the circumstances that led to the withdrawal of his employment in the department of Indian affairs.
5. Let him state whether his accounts with the United States Government have finally been adjusted and settled.
6. Let him state if it is not a fact that on turning over to his successor (Mr. F. A. Thackery) he made him believe that stored in Shawnee there were several barrels of lime, thereby causing him to sign a fraudulent receipt for said property that did not exist.
7. Let him state whether it was not he who first conceived the plan to get the Kickapoo Indians to come to Mexico.
8. Let him state if, when he was agent in charge of the Indians, he offered to said Indians inducements in the form of wagons, etc., in order that they should come to Mexico.

9. Let him state whether, since he left his employment as Government agent, he has not made every effort possible by promises, bribes, and threats in order that the Kickapoo and other Indians should come to Mexico.

10. Let him say if he has not told these Kickapoo Indians, or some of them, that if they would come to Mexico they would be able to hunt, gamble, and get drunk, and that they would not be compelled to send their children to school.

11. Let him state if he has encouraged these Indians in their disregard for the laws of the United States, and openly sought that they oppose the schools and progress, and has urged them on in lawlessness, sloth, and vicious habits.

12. Let him say whether some of these Kickapoo Indians and others having come to Mexico, he has persisted in encouraging them to despise and disobey the duly constituted laws and authorities of both countries.

13. Let him state if he has not told many of these Indians that he would buy them lands where they could have a stopping place or home.

14. Let him state whether he has caused many of these Indians to issue him letters of power or powers of attorney in order that he might be able to dispose of their lands in the United States.

15. Let him state whether any of these Kickapoo Indians have deposited money in his hands in order that he may safeguard it.

16. Let him state the names of the Indians that made such deposits in his hands.

17. Let him state the amounts pertaining to each one of the Indians.

18. Let him state who are his partners in this matter of the Kickapoo Indians.

19. Let him state their names and Christian names and where they are domiciled.

20. Let him state whether he in any manner concurred to procure that the Congress of the United States should promote a law to cancel the legal restrictions from certain allotment lands belonging to Indians.

21. Let him state what influences were used to obtain the passing of this law.

22. Let him state if it is not true that money was used to obtain the promulgation of said law.

23. Let him state whether it is not true that he told a cashier of one of the banks in Shawnee that all matter referring to this land business had been struck out of the bill relative to the Indian affairs.

24. Let him state whether it is not a fact that he left for Eagle Pass that self-same day.

25. Let him state whether it is not a true fact that he already had prepared deeds of transfer for signature, and that said deeds, excepting one, were dated March 7, of 1905, three days after the passing of the bill.

26. Let him say if any of the Indians whose names follow have received through his hands any amount of the funds specified in said deeds of transfer dated as above is stated as a consideration for the sale.

O ke mah and his wife, Thi the quah; Thi the quah and her husband, O ke mah; Wah mah ke the huh and Wah puck neeche, his wife; Kish kenic quot and Ne puh huh, his wife; Tah pah thea (single), Ne conopit and Ah na thi huck gua, his wife; No te n Shulke quah.

27. Let him state whether he has paid any part of these amounts stipulated as the price of the sale to any of the above-mentioned Indians.

28. Let him state if the above-mentioned Indians, or any one of them, comprehended and were fully acquainted with the nature of the documents that they were made to sign.

29. Let him state whether he fully made known to the above-mentioned Indians or to any one of them the amounts that were expressed as the consideration or price of the sale.

30. Let him state whether he fully informed each one or any one of the above-mentioned Indians as to the value of these lands that they were alienating.

31. Let him state whether he made these above-mentioned Indians or any one of them understand that these allotment lands of theirs were of great value.

32. Let him state before what competent authority or legal witnesses in Eagle Pass he caused said documents of alienation or sale to be signed.

33. Let him state if he presented these documents for record, and where.

34. Let him state who were his partners in the purchase of these lands, what are their names, and give their domicile.

35. Let him state if he has sold or transferred, by means of a deed of sale or by any other method, these lands or any portion of them.

36. Let him state if, while he was employed as special agent with the Indians, he agreed with one Davis, through an intermediary, to cause cancellation of the allotment of a certain Indian, Wa pana kis kaka, under the condition that Davis would guarantee him \$1,000 on the completion of the business.

37. Let him state what was his occupation during the five years preceding his nomination as special agent of the United States with the Indians.

38. Let him say whether he has ever been indicted or prosecuted for any offense against the laws of the United States or those of the Territory of Oklahoma.

39. Let him state if at any time he was mixed up in a transaction for the which he was threatened with criminal prosecution.

40. Let him state whether since he has been here he has stated that he was acting under order of the Government of the United States as paymaster of these Indians here.

41. Let him state the agreement that he had with before-mentioned Indians relative to the sale of their lands in Oklahoma.

42. Let him state if this agreement was in writing or verbally.

43. Let him state whether he has complied with this agreement in full or in part.

44. Let him state whom or who are his partners or representatives in this villa, and what are their powers.

45. Let him state if he has acquired any land in this Republic.

46. Let him say, first, how much he agreed to pay for said land; second, where is it situated; third, what is its area; fourth, were the payments to be cash down or on time.

47. Let him state where he presented the deeds for record.

48. Let him say if he still owns said land.

49. Let him say who are the persons in whose favor are the deeds of transfer dated 7th March, 1905, that he made the before-mentioned Indians sign in Eagle Pass.

50. Let him state what relationship these persons bear to him.

51. What relationship does Ida B. Bentley bear to him and what relationship does W. W. Ives bear to him.

52. Let him say if he has not represented with insistence to the Indians that if they would come to Mexico they could follow, without interference, their savage mode of life, and using the powers that he had he would give them wagons, mules, horses, and tools to encourage them to come so long as they gave him powers to dispose of their lands in Oklahoma; and to further incite them to come told them that the Government of the United States was about to compel them to send their children to the schools and compel them themselves to cultivate their land.

53. Let him state how much money he received of the Indian woman, Ah tha meh-skah moquah, who died the 15th of February of the current year, leaving a child.

54. Let him state what he did with this money.

55. Let him state whether he deposited with any guardian or authority.

56. Let him state if he has told the Indians, Kickapoos and others with whom he has come in contact, that the store near the buildings occupied by Mr. Thackery as office for the agency, in the neighborhood of Shawnee, is on account of Mr. Thackery, or that he (Mr. Thackery) has a very large share in the profits, causing the said Indians to believe that money deposited in the hand of the person in charge of said store was virtually in the hands of Mr. Thackery and that he (Mr. Thackery) would be responsible while he knew that Mr. Thackery never had nor has any share whatever in said store, and that said store was established against the will and judgment of said Mr. Thackery.

Copy of testimony of Martin J. Bentley, taken before the first local judge of the court at Villa Muzquiz, Mexico, in answer to interrogatory (copy attached).

Martin J. Bentley answers as follows:

To the first question. He answers: "His name is as written; 45 years of age; married; a lawyer; born in Shawnee, Okla., United States of America, and temporarily in this village.

To the second. Yes.

To the third. Six years, more or less.

To the fourth. The agency established was suppressed.

To the fifth. That they were liquidated and settled, he withdrawing the bond he had given and getting his corresponding receipt.

To the sixth. The lime did not exist, but that he paid a merchant its value in order that he should deliver it to Mr. Thackery, and the latter must have been satisfied, as he has said nothing, so much so that he has issued a receipt for all that was delivered to him, including said lime; he observed that in that commercial house he bought on behalf of the Government a certain quantity of lumber and lime, and as one thing or the other was taken out by orders, on the balancing, it resulted that he had drawn more lumber than was bought, and less lime; therefore, the merchant took the value of the lime to the excess on the lumber, and as he has stated he has paid the difference, and his successor has been satisfied.

To the seventh. No.

To the eighth. No.

To the ninth. No.

To the tenth. No.

To the eleventh. No.

To the twelfth. Most positively, no.

To the thirteenth. That he has received funds from Indians to buy them land, and that he has been with the President of the Republic in company with the Indian Wah pe che quah telling him about it.

To the fourteenth. That he has no such special power.

To the fifteenth. That he has had, but he has now no other funds than those deposited for the purchase of land and private loans for which he has given corresponding notes.

To the sixteenth. They are Pequa, Nancy Pecan, and others that he does not remember.

To the seventeenth. That of Pequa he had \$2,000, American money, the which he has returned; of Nancy Pecan, \$1,200, American money, that this also he has returned to her; of Emma Garland, \$3,000, that he has also returned it to her. He does not remember the others, but to all, as he recollects, he has returned the deposits they made with him.

To the eighteenth. Here are his partners: The Mexican International Railway, the Southern Pacific Railway Company; these companies are interested, because they have given him an office in the Indian Territory for traffic, as also the Missouri, Kansas and Texas Railway Company, with the same interest; that associated with him he has practically no one but the Indians, as regards the profits.

To the nineteenth. That outside of the railway companies mentioned he has no other associates other than the Kickapoo Indians who reside here.

To the twentieth. Yes, he recommended that law to the Congressional committees.

To the twenty-first. That he made known to Congress that the Indians were not residents of the United States and that they resided in Mexico, and for that reason desired to dispose of their lands in the United States.

To the twenty-second. That money was not used illegally.

To the twenty-third. That he does not recollect having had such conversation.

To the twenty-fourth. That he can not resolve this, as he does not remember having given any data.

To the twenty-fifth. That he had no kind of documents or forms when he left Washington.

To the twenty-sixth. That he is attorney for the Indians, and it is a question as between attorney and client, and therefore reserves himself to answer this question if he be compelled to do so by the judge.

To the twenty-seventh. That he has paid them money to all those who have made transfers.

To the twenty-eighth. He took special pains to make them understand as much he, as the notary, and the American consul at Ciudad Porfirio Diaz, before whom they signed the documents, and according to his true understanding they were well acquainted. Further, two of them speak English well.

To the twenty-ninth. That as he has stated with specialty he took care to make them know the contents of the document.

To the thirtieth. That all understood well the value, and he discussed with them the total value that those lands could bring.

To the thirty-first. That these Indians are the most intelligent of the tribe and know well the value of their lands by the improvements that they themselves have made.

To the thirty-second. That the documents were drawn in Eagle Pass before the President of the Border National Bank, who is a notary public. That he as much as the Indians speaks Spanish well; that another document was made before the American consul within his district.

To the thirty-third. The purchasers sent their documents to the United States for record in their proper district.

To the thirty-fourth. That there were no partners. That Mrs. Ida B. Bentley was a purchaser of two lots and resides in Tecumseh, Okla., Mr. J. H. Everest of the city of Oklahoma bought one lot, and the other lots were bought by W. W. Ives, of Shawnee, Okla.

To the thirty-fifth. That he has not sold, and is aware that three of the allotments have been sold.

To the thirty-sixth. No.

To the thirty-seventh. When he was appointed Indian agent he was mayor of the city of Shawnee, and previous to that was engaged in the promotion of railway enterprises.

To the thirty-eighth. That he has never been arrested under the laws of Oklahoma. He was arrested by the United States Government, but they withdrew the action and he was never brought to trial. That at present he is charged with an offense that the supreme court of justice has declared is no violation of the laws.

To the thirty-ninth. That he does not know of any, only those aforementioned.

To the fortieth. That he has not stated it.

To the forty-first. The agreement is that of the money produced by the sales, there would be given to them what they needed to live on; the remainder, if it were sufficient to buy land in Mexico, would be thus invested, and each one received some money when he made the transfer of his land, and even up-to-date they have been receiving; that the land which might be bought could be here or in Texas; that the lands that may be bought will be adjudicated to the seven Indians in proportion to the money invested by each one.

To the forty-second. It was by private agreement.

To the forty-third. That he has complied as far as has been possible for him to do so; that he immediately set about buying the "Nogalitas" lands, offering \$55,000 Mexican, and had almost completed the purchase, and in the end the owner would not make the transfer. That he has also been in the State of Durango seeking the land, and has not ceased working on this, which is his business here, and at present he is treating for the purchase of 100 leagues of land, with General Navanjo.

To the forty-fourth. That he has no partner excepting the Indians; that he has commissioners employed for the inspection and report on the land that he may negotiate for.

To the forty-fifth. No; only by option.

To the forty-sixth. That of the lands contracted under option, he has 31,000 acres, undertaking to pay \$9,000 American money, and another of 100 sitios for \$140,000 American money, which lands are situated in the northern part of this State; that he is conditioned to pay the value of either one of these properties cash down.

To the forty-seventh. That he has made no purchase, and therefore no deeds have been drawn nor any recorded.

To the forty-eighth. That he is not owner of land in this Republic.

To the forty-ninth. That he has already answered this. (34.)

To the fiftieth. That one of the purchasers is his wife.

To the fifty-first. That the first is his wife, the other is no relation.

To the fifty-second. That he has represented to them the exact contrary; that he has told them that to be respected by the Mexican Government and Mexicans they need to be industrious and live according to the laws; that he has never given to any Indians neither carts nor any other thing of value to induce them to come to Mexico; that some of them were very poor and had relatives among the Kickapoo Indians of Nacimiento colony and he supplied them with funds for the trip; that since the American troops came to Mexico to take away the Kickapoo Indians these have had an inclination to return, and ever since he has had dealings with them they have made open inquiry as to when they could return to Mexico; that as part of this answer he asks that a letter which he presents be added. (The which is ordered to be added.)

To the fifty-third. That he received \$5,000 American money, \$3,000 in deposits, and \$2,000 as a loan; that of the \$5,000 which he received he paid to her before her death \$3,035 and when she died he owed her \$1,975.

To the fifty-fourth. That since the death of that Indian woman he maintained the daughter up to the time of her death in the month of June last and paid all the expenses of her sickness and burial, also he has advanced some money to her heir that survives, and holds the balance till the estate is probated.

To the fifty-fifth. That he holds the remainder of the money, as he has stated.

To the fifty-sixth. That he never advised any Indian to deposit money nor make purchases in that store, and, on the contrary, they would be robbed if they went there; that he told the Indians that he believed Mr. Thackery was interested in that business by reason of the great friendship he had with the owners of said store.

EXHIBIT No. 135 [Goode].

Interrogatories for Roman Galan contained in petition filed with the Juez de Letras, Monclova.

1. Question. Have you had at any time any transactions of a business nature with Mr. Martin J. Bentley, of Shawnee, Okla? If so, please state what these were.

2. Question. Have you acted as a representative for said Bentley in his dealings with the Kickapoo Indians?

3. Question. Has Mr. Bentley, or any agent of his, acted as a representative of yours in making collections of amounts due you from said Kickapoo Indians?

4. Question. Have you ever at any time received any letters addressed to any of the said Kickapoo Indians in your care?

5. Question. Have you ever opened any of said letters?

6. Question. Have you ever opened any of said letters containing checks payable to any of the said Indians?

7. Question. Were these letters opened with or without the consent of the addressee?

8. Question. Have you ever indorsed said checks without the knowledge or consent of the said Indians in whose favor they were drawn?

9. Question. State all you know about a transaction of \$360 American money which occurred in Eagle Pass about one year ago with one Indian whose name is Jose Maria Garza Galan, whose Indian name is Chi kua ke kah, and at which transaction he (the Indian) was present.

10. Question. State whether the Indian received the money receipted for or whether you received it; and if you received it, what did you do with the money?

(Translation of above questions from English to Spanish, as embodied in petition to first court of letters, district of Monclova, Mexico, by Mr. Arthur C. Wheatley.)

EXHIBIT No. 136 [Goode].

Sworn reply made August 21, 1905, at Muzquiz, Mexico, before the first local court, by Roman Galan, in answer to interrogatories authorized by the Juez de Letras, Monclova, Mexico.

Mr. Roman Galan states that his age is 44; that he is married; and that he is a merchant of Muzquiz.

In answer to first question he says: "Absolutely none of any kind."

To the second question: "Has never acted as Mr. Bentley's representative in any matter."

Third. He answers: "No."

Fourth. He answers: "No; what has happened is that they have brought letters to him, and in his presence they have opened them and asked him to explain their contents."

Fifth. He answers: "No; he has opened none."

Sixth. He answers: "No."

Seventh. "He is not aware of any such thing."

Eighth. He answers: "Sometimes he has indorsed some checks and cashed the same at the request and consent of the owners of said checks."

Ninth. He answers: "That it is certain he went with the Indian Jose Ma Garza Galan. The Indian asked him to go, as he was afraid to go alone, to liquidate the amount which was in the Border National Bank at Eagle Pass, Tex., of some three hundred odd dollars. The Indian received the money."

Tenth. He answers: "The Indian received the money personally, paid him (Galan) his traveling expenses, as agreed upon, and he does not know what the Indian did with the balance." "The money was part of indemnity for the killing of his brother, according to the Indian's statement. He has for a number of years advanced money, goods, and credit to both Nacimientos and Texas Indians, and that he carries accounts current with nearly all; that when they receive money he cashes the checks, and they pay him or pay something on account."

(Translation of above answers from Spanish to English by Mr. Arthur C. Wheatley.)

EXHIBIT No. 137 [Goode].

OFFICE OF REGISTER OF DEEDS.

I, George Stone, register of deeds of Pottawatomie County, Oklahoma Territory, hereby certify that the annexed instrument is a true and correct copy of warranty deed now on record in this office, with all endorsements.

Witness my hand and seal this 30th day of August, 1905.

[SEAL.]

GEORGE STONE, *Register of Deeds.*

WARRANTY DEED.

Know all men by these presents: That I, Okema and his wife, Thithequa, of Muzquiz, Mexico, parties of the first part, in consideration of the sum of eight thousand dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto W. W. Ives, of Pottawatomie County, Territory of Oklahoma, party of the second part, the following described real property and premises, situate in Pottawatomie County, Territory of Oklahoma, to wit: East $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 24, township 10, range 3 east of the Indian meridian, containing 80 acres, less the M. K. & O. right of way; being Mexican Kickapoo allotment No. 270, together with all improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

To have and to hold said described premises unto the said party of the second part, his heirs and assigns, forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and incumbrances of whatsoever nature.

Signed and delivered this 7th day of March, 1905.

OKEMAH (his x mark).
THITHEQUA (her x mark).

Witnesses:

W. H. BONNET.
H. M. FENNELL.

STATE OF TEXAS, *Maverick County, ss:*

Before me, W. H. Bonnet, a notary public in and for said State and county, on this 7th day of March, 1905, personally appeared Okema, well known to me, and Thithequa, identified by Noten and John Mine as identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal, the day and year above set forth.

[SEAL.]

W. H. BONNET, *Notary Public.*

My commission expires June 30, 1905.

John Mine, being duly sworn, on oath says: "I speak the English and Mexican Kickapoo languages, and I made the contents of the within deed known to Okema and Thithequa before they executed the same."

JOHN (his x mark) MINE.

Witnesses to mark:

E. M. OSTROM.
HIRAM BOND.

Sworn to and subscribed before me this 7th day of March, A. D., 1905.

[SEAL.]

W. H. BONNET,
Notary Public in and for Maverick County, Tex.

TERRITORY OF OKLAHOMA,
Pottawatomie County, ss:

This instrument was filed for record on the 14th day of March, 1905, at 4 o'clock p. m. and duly recorded in book 34, page 309.

GEORGE STONE, *Register of Deeds.*

EXHIBIT No. 138 [Goode].

OFFICE OF REGISTER OF DEEDS.

I, George Stone, register of deeds of Pottawatomie County, Oklahoma Territory, hereby certify that the annexed instrument is a true and correct copy of warranty deed now on record in this office, with all endorsements.

Witness my hand and seal this the 5th day of September, 1905.

[SEAL.]

GEORGE STONE, *Register of Deeds.*

WARRANTY DEED.

Know all men by these presents: That I, Okemah and his wife, Thithequa, of Muzquiz, Mexico, parties of the first part, in consideration of the sum of eight thousand dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant,

bargain, sell, and convey unto W. W. Ives, of Pottawatomie County, Territory of Oklahoma, party of the second part, the following-described real property and premises, situated in Pottawatomie County, Oklahoma Territory, to wit: East $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 24, township 10, range 3 east of the Indian meridian, containing 80 acres, less the M., K. & O. right of way, being Mexican Kickapoo allotment No. 270, together with all improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

To have and to hold said described premises unto the said party of the second part, his heirs and assigns, forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and incumbrances of whatsoever nature.

Signed and delivered this 7th day of March, 1905.

OKEMAH (his x mark).
THITHEQUA (her x mark).

Witnesses:

W. H. BONNET.
H. M. FENNELL.

STATE OF TEXAS, *Maverick County*, ss:

Before me, W. H. Bonnet, a notary public in and for said county and State on the 7th day of March, 1905, personally appeared Okemah and his wife, Thithequa (to me personally known) and to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

[SEAL.]

W. H. BONNET, *Notary Public*.

My commission expires June 30, 1905.

John Mine, being duly sworn, on oath, says: "I speak the English and Mexican Kickapoo languages, and I made the contents of the within deed known to Okemah and Thithequa before they executed the same."

JOHN MINE (his x mark).

Witnesses to mark:

E. M. OSTROM.
HIRAM BOND.

Sworn to and subscribed before me this 7th day of March, A. D. 1905.

[SEAL.]

W. H. BONNET,
Notary Public in and for Maverick County, Tex.

TERRITORY OF OKLAHOMA, *Pottawatomie County*, ss:

This instrument was filed for record on the 28th day of March, A. D. 1905, at 4 p. m., and duly recorded in book 34 of deeds, page 379.

GEORGE STONE, *Register of Deeds*.

EXHIBIT No. 139 [Goode].

OFFICE OF REGISTER OF DEEDS.

I, George Stone, register of deeds of Pottawatomie County, Oklahoma Territory, hereby certify that the annexed instrument is a true and correct copy of warranty deed now on record in this office, with all indorsements.

Witness my hand and seal this the 30th day of August, 1905.

[SEAL.]

GEORGE STONE, *Register of Deeds*.

WARRANTY DEED.

Know all men by these presents: That I, Thithequa, joined by her husband, Okemah, of Muzquiz, Mexico, parties of the first part, in consideration of the sum of five thousand dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto W. W. Ives, of Pottawatomie County, Territory of Oklahoma, party of the second part, the following described real property and premises situated in Pottawatomie County, Territory of Oklahoma, to wit: West $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 24, township 10, range 3 east, of the Indian meridian, containing 80

acres, being Mexican Kickapoo allotment No. 271. The said Thithequa being the identical person enrolled as Thi the qua, No. 271, together with all improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

To have and to hold said described premises unto the said party of the second part, his heirs and assigns forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and incumbrances of whatsoever nature.

Signed and delivered this 7th day of March, 1905.

THITHEQUA (her x mark).
OKEMAH (his x mark).

Witnesses:

W. H. BONNET.
H. M. FENNELL.

STATE OF TEXAS, *Maverick County*, ss:

Before me, W. H. Bonnet, a notary public in and for said State and county, and on this 7th day of March, 1905, personally appeared Thithequa, identified by John Mine, and Okemah, to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

[SEAL.]

W. H. BONNET, *Notary Public*.

My commission expires June 30, 1905.

John Mine, being duly sworn, on oath, declares: "I speak the English and Mexican Kickapoo languages, and I made the contents of the within deed known to Thithequa before she executed the same."

JOHN (his x mark) MINE.

Witnesses to mark:

E. M. OSTROM.
HIRAM BOND.

Sworn to and subscribed before me this 7th day of March, A. D. 1905.

[SEAL.]

W. H. BONNET,
Notary Public in and for Maverick County, Tex.

TERRITORY OF OKLAHOMA,

Pottawatomie County, ss:

This instrument was filed for record on the 14th day of March, 1905, at 4 o'clock p. m., and duly recorded in book 34, page 308.

GEORGE STONE, *Register of Deeds*.

EXHIBIT No. 140 [Goode].

OFFICE OF REGISTER OF DEEDS.

I, George Stone, register of deeds of Pottawatomie County, Oklahoma Territory, hereby certify that the annexed instrument is a true and correct copy of warranty deed now on record in this office, with all indorsements.

Witness my hand and seal this the 5th day of September, 1905.

[SEAL.]

GEORGE STONE, *Register of Deeds*.

WARRANTY DEED.

Know all men by these presents: That I, Thithequa, joined by her husband, Okemah, of Muzquiz, Mexico, parties of the first part, in consideration of the sum of five thousand dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto W. W. Ives, of Pottawatomie County, Territory of Oklahoma, party of the second part, the following-described real property and premises, situated in Pottawatomie County, Oklahoma Territory, to wit: West $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 24, township 10, range 3 east, of the Indian meridian, containing 80 acres, being Mexican Kickapoo allotment No. 271. The said Thi the qua being the identical person enrolled as Thi the quah, No. 271, together with all improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

To have and to hold said described premises unto the said party of the second part, his heirs and assigns, forever, free, clear, and discharged of and from all former grants,

charges, taxes, judgments, mortgages, and other liens and incumbrances of whatsoever nature.

Signed and delivered this 7th day of March, 1905.

THITHEQUA (her x mark).
OKEMAH (his x mark).

Witnesses:

W. H. BONNET.
H. M. FENNELL.

STATE OF TEXAS, *Maverick County*, ss:

Before me, W. H. Bonnet, a notary public in and for said county and State, on the 7th day of March, 1905, personally appeared Thi the qua and her husband, O ke mah (both well known to me), and to me known to be the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

[SEAL.]

W. H. BONNET, *Notary Public*.

My commission expires June 30, 1905.

John Mine, being duly sworn, on oath, declares: "I speak the English and Mexican Kickapoo languages, and I made the contents of the within deed known to Thithequa before she executed the same."

JOHN (his x mark) MINE.

Witnesses to mark:

E. M. OSTROM.
HIRAM BOND.

Sworn to and subscribed before me this 7th day of March, A. D. 1905.

[SEAL.]

W. H. BONNET,
Notary Public in and for Maverick County, Tex.

TERRITORY OF OKLAHOMA,

Pottawatomie County, ss:

This instrument was filed for record on the 6th day of April, A. D. 1905, at 11.30 o'clock a. m., and duly recorded in book 34, page 419.

GEORGE STONE, *Register of Deeds*.

EXHIBIT No. 141 [Goode].

OFFICE OF REGISTER OF DEEDS.

I, George Stone, register of deeds of Pottawatomie County, Okla., hereby certify that the annexed instrument is a true and correct copy of warranty deed now on record in this office, with all endorsements.

Witness my hand and seal this the 30th day of August, 1905.

[SEAL.]

GEORGE STONE, *Register of Deeds*.

Know all men by these presents: That I, Tahpahthea, a single woman, of Muzquiz, Mexico, party of the first part, in consideration of the sum of eighteen hundred dollars in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto W. W. Ives, of Pottawatomie County, Territory of Oklahoma, party of the second part, the following described real property, situate in Pottawatomie County, Territory of Oklahoma, to wit:

East $\frac{1}{2}$ of SW. $\frac{1}{4}$ of sec. 11, township 10, range 3 east, of the Indian meridian, containing 80 acres, being Mexican Kickapoo allotment No. 241, together with all improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

To have and to hold said described premises unto the said party of the second part, his heirs and assigns forever free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and incumbrances of whatsoever nature except.

Signed and delivered this 7th day of March, 1905.

TAHPANTHEA (her x mark).

Witnesses:

W. H. BONNET.
H. M. FENNELL.

STATE OF TEXAS, *Maverick County*, ss:

Before me, W. H. Bonnet, a notary public in and for said county and State, on this 7th day of March, 1905, personally appeared Tahpahthea (identified by John Mine and Noten, Mexican Kickapoos), well known as the identical person who executed the within and foregoing instrument and acknowledged to me that — executed the same as her free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

[SEAL.]

W. H. BONNET, *Notary Public*.

My commission expires June 30, 1905.

TERRITORY OF OKLAHOMA, *Pottawatomie County*, ss:

This instrument was filed for record on the 14th day of March, A. D. 1905, at 4 o'clock p. m., and duly recorded in book 34, page 310.

GEORGE STONE, *Register of Deeds*.

John Mine, being duly sworn, on oath says: I speak the English and Mexican Kickapoo languages, and I made the contents of the within deed known to Tahpahthea before she executed the same.

JOHN (his x mark) MINE.

Witnesses to mark:

E. M. OSTRUM.

HIRAM BOND.

Sworn to and subscribed before me this 7th day of March, A. D. 1905.

[SEAL.]

W. H. BONNET,

Notary Public in and for Maverick County, Tex.

EXHIBIT No. 142 [Goode].

OFFICE OF REGISTER OF DEEDS.

I, George Stone, register of deeds of Pottawatomie County, Okla., hereby certify that the annexed instrument is a true and correct copy of warranty deed now on record in this office, with all endorsements.

Witness my hand and seal this 5th day of September, 1905.

[SEAL.]

GEORGE STONE, *Register of Deeds*.

WARRANTY DEED.

Know all men by these presents that I, Tah pah thea, a single woman, of Muzquiz, Mexico, party of the first part, in consideration of the sum of eighteen hundred dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto W. W. Ives, of Pottawatomie County, Territory of Oklahoma, party of the second part, the following described real property and premises, situated in Pottawatomie County, Oklahoma Territory, to wit:

East $\frac{1}{4}$ of SW. $\frac{1}{4}$ of sec. 11, township 10, range 3 east, of the Indian meridian containing 80 acres, being Mexican Kickapoo allotment No. 241, together with all improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

To have and to hold said described premises unto the said party of the second part, his heirs and assigns, forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and incumbrances of whatsoever nature.

Signed and delivered this 7th day of March, 1905.

TAH PAH THEA (her x mark).

Witnesses:

W. H. BONNET.

H. M. FENNELL.

STATE OF TEXAS, *Maverick County*, ss:

Before me, W. H. Bonnet, a notary public in and for said county and State, on this 7th day of March, 1905, personally appeared Tah pah thea, to me known to be the identical person who executed the within and foregoing instrument and acknowledged

to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

[SEAL.]

W. H. BONNET, *Notary Public.*

My commission expires June 30, 1905.

John Mine, being duly sworn, on oath says: I speak the English and Mexican Kickapoo languages, and I made the contents of the within deed known to Tah pah thea before she executed the same.

JOHN MINE (his x mark).

Witnesses to mark:

E. M. OSTROM.

HIRAM BOND.

Sworn to and subscribed before me this 7th day of March, A. D. 1905.

[SEAL.]

W. H. BONNET,

Notary Public in and for Maverick County, Tex.

TERRITORY OF OKLAHOMA, *Pottawatomie County, ss.:*

This instrument was filed for record on the 28th day of March, A. D. 1905, at 4 p. m., and duly recorded in book 34, page 377.

GEORGE STONE, *Register of Deeds.*

EXHIBIT No. 143 [Goode].

OFFICE OF REGISTER OF DEEDS.

I, George Stone, register of deeds of Pottawatomie County, Okla., hereby certify that the annexed instrument is a true and correct copy of warranty deed now on record in this office, with all indorsements.

Witness my hand and seal this 30th day of August, 1905.

[SEAL.]

GEORGE STONE, *Register of Deeds.*

Know all men by these presents: That I, Neconopit and wife, Ahnathi-hackqua, of Muzquiz, Mexico, parties of the first part, in consideration of the sum of two thousand dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto W. W. Ives, of Pottawatomie County, Territory of Oklahoma, party of the second part, the following-described real property situate in Pottawatomie County, Territory of Oklahoma, to-wit:

North $\frac{1}{4}$ of NE. $\frac{1}{4}$ of sec. 14, township 10, range 3 east, of the Indian meridian, said tract being Mexican Kickapoo allotment No. 259 and allotted as Nekahnapit, his true name being Neconopit, and the identical person borne upon the rolls as No. 259. And the said Ahnathihackqua being the identical person carried on the rolls as Ahnah-tha-hah-quah, No. 260. Together with all improvements thereon and the appurtenances thereto belonging, and warrant the title to the same.

To have and to hold said described premises unto the said party of the second part, to his heirs and assigns forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and incumbrances of whatsoever nature except.

Signed and delivered this 7th day of March, 1905.

NECONOPIT (his x mark).

AHNATHIHACKQUA (her x mark).

Witnesses:

W. H. BONNET.

ROMAN GALAN.

STATE OF TEXAS, *Maverick County, ss.:*

Before me, W. H. Bonnet, a notary public in and for said county and State, on this 7th day of March, 1905, personally appeared Neconopit and Ahnathihackqua, his wife, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

[SEAL.]

W. H. BONNET, *Notary Public.*

My commission expires June 30, 1905.

I, John Mine, being first duly sworn, on oath says: I speak the English and Mexican Kickapoo languages and that I made known the contents of the within deed to Ne-conopit and Ahnathikackqua before they executed the same.

JOHN (his x mark) MINE.

Witnesses to mark:

E. M. OSTRAM.

HIRAM BOND.

Sworn to and subscribed before me this 7th day of March, A. D. 1905.

[SEAL.]

W. H. BONNET,

Notary Public in and for Maverick County, Tex.

TERRITORY OF OKLAHOMA, Pottawatomie County, ss:

This instrument was filed for record on the 28th day of March, A. D. 1905, at 4 p. m., and duly recorded in book 34, page 376.

GEORGE STONE, Register of Deeds.

EXHIBIT No. 144 [Goode].

OFFICE OF REGISTER OF DEEDS.

I, George Stone, register of deeds of Pottawatomie County, Okla., hereby certify that the annexed instrument is a true and correct copy of warranty deed now on record in this office, with all indorsements.

Witness my hand and seal this the 30th day of August, 1905.

[SEAL.]

GEORGE STONE, Register of Deeds.

WARRANTY DEED.

Know all men by these presents: That Wahnakhethhah and his wife, Wah puck we che, of Muzquiz, Mexico, party of the first part, in consideration of the sum of ten thousand dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto Ida B. Bentley, of Pottawatomie County, Territory of Oklahoma, party of the second part, the following-described real property and premises, situated in Pottawatomie County, Territory of Oklahoma, to wit:

North $\frac{1}{4}$ of SE. $\frac{1}{4}$ of sec. 13, township 10, range 3 east, of the Indian meridian, being Mexican Kickapoo allotment No. 250, containing 80 acres, more or less.

The said Wah-nah-keth-e-hah being the identical person enrolled as Wah-nah-kethahah, No. 250.

Together with all improvements thereon, and the appurtenances thereto belonging, and warrant the title to the same.

To have and to hold said-described premises unto the said party of the second part, her heirs and assigns forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and incumbrances of whatsoever nature.

Signed and delivered this 9th day of March, 1905.

WAH-NAH-KETHEHAH (his x mark).

WAHPUCKWECHE (her x mark).

Witnesses to marks:

ROMAN GALAN.

J. A. BONNET.

CONSULATE OF THE UNITED STATES,

Ciudad Porficio Diaz, Mexico, ss:

Before me, Lewis A. Martin, consul of the United States in and for the district aforesaid, on the 9th day of March, 1905, personally came Wahnakhethhah and Wahpuckweche, his wife, identified to me by Roman Galan and Tom Smith, of Muzquiz, Mexico, and thereby to me known to be the identical persons who executed the within and

foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and the seal of the consulate this 9th day of March, 1905.

[SEAL.]

LEWIS A. MARTIN,
United States Consul.

My commission expires ———.

TERRITORY OF OKLAHOMA, *Pottawatomie County*, ss:

This instrument was filed for record on the 14th day of March, 1905, at 4 o'clock p. m., and duly recorded in book 34, page 307.

GEORGE STONE, *Register of Deeds*.

EXHIBIT No. 145 [Goode].

OFFICE OF REGISTER OF DEEDS.

I, George Stone, register of deeds of Pottawatomie County, Okla., hereby certify that the annexed instrument is a true and correct copy of warranty deed now on record in this office, with all endorsements.

Witness my hand and seal this the 30th day of August, 1905.

[SEAL.]

GEORGE STONE, *Register of Deeds*.

WARRANTY DEED.

Know all men by these presents: That Kishkenicquote and his wife, Nepahhah, sole heirs of Schuckequah, deceased, Kickapoo allottee No. 246, being her father and mother, of Muzquiz, Mexico, parties of the first part, in consideration of the sum of two thousand dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto Ida B. Bentley, of Pottawatomie County, Territory of Oklahoma, party of the second part, the following-described real property and premises, situate in Pottawatomie County, Territory of Oklahoma, to wit:

North $\frac{1}{4}$ of northeast $\frac{1}{4}$ section 12, township 10, range 3 east, of the Indian meridian, containing 80 acres of land, being Mexican Kickapoo allotment No. 246, together with all improvements thereon, and the appurtenances thereto belonging, and warrant the title to the same.

To have and to hold said described premises unto the said party of the second part, her heirs and assigns, forever, free, clear, and discharged of and from all former grants, charges, taxes, judgments, mortgages, and other liens and incumbrances of whatsoever nature, except ———.

Signed and delivered this 7th day of March, 1905.

KISHKENICQUOTE (his x mark).
NEPAHHAH (her x mark).

Witnesses:

W. H. BONNET.
E. M. OSTROM.

STATE OF TEXAS, *Maverick County*, ss:

Before me, W. H. Bonnet, in and for said county and State, on this 7th day of March, 1905, personally appeared Kishkenicquote and Nepahhah, his wife (identified by John Mine and Noten, Mexican Kickapoos, known to me), as the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth.

[SEAL.]

W. H. BONNET, *Notary Public*.

(My commission expires June 30, 1907.)

TERRITORY OF OKLAHOMA, *Pottawatomie County*, ss:

This instrument was filed for record on the 14th day of March, 1905, at 4 o'clock p. m., and duly recorded in book 34, page 311.

GEORGE STONE, *Register of Deeds*.

John Mine, being duly sworn, on oath declares, "I speak the English and Mexican Kickapoo languages, and I made the contents of the within deed fully known to Kishkenicquote and Nepahhah before they executed the same."

JOHN MINE (his x mark).

Witnesses to mark:

E. M. OSTROM,
HIRAM BOND.

Sworn to and subscribed before me this 7th day of March, A. D. 1905.

[SEAL.]

W. H. BONNET,
Notary Public in and for Maverick Co., Tex.

EXHIBIT No. 146 [Goode].

Know all men by these presents: That I, No ten and his wife Mah me she kah, Mexican Kickapoo Indians of Muzquiz, Mexico, parties of the first part, in consideration of the sum of three thousand dollars, in hand paid, the receipt of which is hereby acknowledged, do hereby grant, bargain, sell, and convey unto J. H. Everest, of Oklahoma County, Territory of Oklahoma, party of the second part, the following described real property and premises situate in Lincoln County, Territory of Oklahoma, to wit, west $\frac{1}{4}$ of southeast $\frac{1}{4}$ section 33 township 12, range 2 east, of the Indian meridian, the aforesaid tract is the original allotment of the said No ten, being Mexican Kickapoo allotment No. 112.

Together with all the improvements thereon and the appurtenances thereunto belonging, and warrant the title to the same; to have and to hold said described premises unto the said party of the second part, his heirs, and assigns, forever free, clear, and discharged of and from all former grants, charges, taxes, judgment, mortgages, and other liens and incumbrances of whatsoever nature.

Signed and delivered this 7th day of March, 1905.

NO TEN (his x mark).

MAH ME SHE KAH (her x mark).

Witnesses to marks:

W. A. BONNET,
H. M. TENNELL.

STATE OF TEXAS, *Maverick County*, ss:

Before me, W. A. Bonnet, a notary public, in and for said State and county, and on this 7th day of March, 1905, personally appeared No ten, known to me, and Ma me she kah, his wife, identified by John Mine, as the identical persons who executed the within and foregoing instrument, and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my hand and official seal the day and year above set forth. 112.

[SEAL.]

W. A. BONNET, *Notary Public*.

My commission expires June 30, 1905.

John Mine, being duly sworn, on oath declares I speak the English and Mexican Kickapoo language, and I made the contents of the within deed fully known to No ten and Mameshekah before they executed the same.

JOHN (his x mark) MINE.

Witnesses to mark:

F. M. OSTROM,
HIRAM BOND.

Sworn to and subscribed before me this 7th day of March, A. D. 1905.

[SEAL.]

W. A. BONNET,
Notary Public in and for Maverick County, Tex.

TERRITORY OF OKLAHOMA, *Lincoln County*, ss:

I, Vic V. Crouch, register of deeds within and for said county do hereby certify the within to be a true and correct copy of the instrument as filed in my office March 14, 1905, at 2.30 o'clock p. m.

Witness my hand and seal this 31st day of August, 1905.

VIC V. CROUCH,
Register of Deeds.

By J. H. JOHNSTON,
Deputy.

EXHIBIT No. 147. [Goode].

TERRITORY OF OKLAHOMA, *Pottawatomie County*, ss:

Personally appeared before me, Charles H. Dickson, supervisor and special disbursing agent, Ne pah hah, of lawful age, who, being first duly sworn, deposes and says: That she went to Mexico of her own accord; that no person made any statements to her in regard to the value of lands in the neighborhood of Shawnee, Okla., at the time the purported sale of her daughter's allotment took place; that no statement was made to her by Mr. Bentley as to the amount of money he would have to pay her or her husband for the land; that she does not remember that she signed any deed for any land in Oklahoma, but does remember that sometime last spring she was at Eagle Pass, Tex., and she did touch the pen as a symbol of signing her name to some paper, but, as she understood this paper, it related to a lease; that she did not understand that she was signing a deed for the sale or transfer of land; that a white man told her to touch the pen and held it for her to touch the same, and she touched the pen; that she did not know the man, never having seen him before; that no money was given her at this time or since then for the paper she signed, nor as far as she knows was any money ever given her husband, Kis ke nic quote; that she again affirms that no statements were made to her in explanation of any deed or transfer of land; that she does not know that she has sold any land, and so far as she is concerned she understands that she still owns the land allotted to her deceased daughter.

NE PAH HAH (her x mark).

Witnesses to mark:

W. F. DICKENS,
THOS. W. ALFORD.

I, Thomas W. Alford, hereby certify that I have carefully interpreted and fully explained the foregoing affidavit to Ne pah hah and am satisfied that she fully understood the same before signing.

THOMAS W. ALFORD, *Interpreter*.

Subscribed in my presence and sworn to before this 31st day of August, 1905.

CHAS. H. DICKSON,
Supervisor and Special Disbursing Agent.

EXHIBIT No. 148 [Goode].

[*Minutes of conference held April 15, 1905, at Much a nin nie's camp, about 3 miles from Shawnee, Okla.*]

Several of the Indians complained that the rents for land under Mr. M. J. Bentley and while he was their agent was very low.

Ke o tuck said: "You know what these Indians here think. All of them are very poor. White people coax the Indians and tell them what they have to do. White people told Indians that Government law is to take the children away and send them away. (He refers to Bentley.) Bentley tells them that the Government will force children to school and will make the Indians pay taxes, etc. He (Bentley) is always trying to frighten them."

Pa pe o sa, father of George, the interpreter, went to Mexico, having been coaxed to go there by Bentley.

Much a nin nie says that when Bentley was agent he urged all the Indians to sell their land, and he wants to know whether the Government wants the Indians to sell their land. Indians are very much troubled by Bentley, who keeps the Indians stirred up all the time. These Indians are like children, and they do not know what to do. The Government ought to protect the Indians, because they can not protect themselves, for they are not able to transact any business like the white people, and white people take advantage of them. Bentley has given the Indians a great deal of trouble. Some way should be found to stop this, and let the Indians have rest. He complains of the prices of the store managed by George Graham, near the agency, as being exorbitant. (This is not a licensed store.)

EXHIBIT No. 149 (Goode).

TERRITORY OF OKLAHOMA, *Pottawatomie County, ss:*

SHAWNEE, OKLA., September 9, 1905.

MR. CHAS. H. DICKSON,
Supervisor, etc., Present.

SIR: In reply to your inquiry, I have to state I have known Martin J. Bentley for over ten years, having been employed by him while he was in charge of the Mexican Kickapoo and Big Jim's band of Absentee Shawnee Indians. From my personal knowledge and observation of his methods and conduct, I can state that Mr. Bentley worked upon the prejudices, the likes, and dislikes of the Indians. It is not generally known that there are two bands of the Shawnee. White Turkey's band is the progressive, over which he therefore had no influence, and was willing to accept allotments. Big Jim's band is nonprogressive. When annuity money was paid, White Turkey's band accepted, while Big Jim's band refused on the ground that if they accepted annuities they would be compelled to accept allotments.

Mr. Bentley had permits from the Indian Office, and made issues of wagons, harness, etc., to the Kickapoo and Big Jim's Shawnee if they would consent to go to Mexico or to such who were inclined to that scheme. He constantly urged that it was better for these Indians to go to Mexico, where they would be free from restraint in every way, and where the children would not be forced to go to school; that they were not civilized and could never be civilized, etc.

His moral conduct was especially reprehensible among these Indians. Several years ago, while employed as surveyor by him, near Big Camp, coming home to our camp in the evening after a day's work earlier than the rest of our crew, I came upon him and Anna Pecan in a very embarrassing position, to say the least. He had employed Anna with another Shawnee woman as cooks. A child was born later, and it is the accepted fact among these Indians that the father of this child is Mr. Bentley. This fact was admitted to me personally by Anna Pecan about three years ago while employed taking census among these Indians. Mr. Bentley has taken this woman from one place to another as a man would his wife; that Indians admitted she was his wife.

Very respectfully, yours,

THOS. W. ALFORD.

Subscribed in my presence and sworn to before me this 11th day of September, 1905.

[SEAL.]

G. H. BLAKESLEE,
Notary Public.

My commission expires October 27, 1908.

EXHIBIT No. 150 [Goode].

TERRITORY OF OKLAHOMA, *Pottawatomie County, ss:*

Personally appeared before me the undersigned authority, Frank A. Thackery, of lawful age, who, being first duly sworn, deposes and says that he has been acting for the United States Government as superintendent and special disbursing agent in charge of the Absentee Shawnee, Mexican Kickapoo, and Citizen Pottawatomie Indians since October 1, 1901; that during the year of 1901 or 1902 at a time when Inspector Cyrus Beede, of the Interior Department, was making an official visit at this place for the purpose of investigating a reported shipment of Government property from the United States into the Republic of Mexico, affiant was met by Martin J. Bentley, who wanted to know of affiant why affiant had opposed the appointment of said Martin J. Bentley, as legal guardian of any Indian minors of the three tribes above named; that affiant advised him that affiant had opposed the appointment of both ex-Agents Martin J. Bentley and Lee Patrick for reasons given; that Martin J. Bentley urged affiant to withdraw affiant's objection to his (Bentley) appointment as legal guardian over Indian minors and stated that if affiant would do so he would be the best friend affiant had and support affiant in his work at all times, but that if affiant continued to oppose his appointment as guardian over Indian minors he (Bentley) would "fight affiant to a finish;" that affiant advised Mr. Bentley at that time that under all of the existing circumstances with reference to the removal of the Kickapoo to Mexico and the sale of their heirship lands affiant would oppose his appointment as legal guardian over any Indian minors coming under the jurisdiction

of affiant's agency; that since this conversation with Mr. Bentley affiant has been continually annoyed by the interference of Mr. Bentley in affiant's management of agency matters in general, but more particularly in so far as affiant's management relates to the Kickapoo Indians.

FRANK A. THACKERY.

Subscribed to in my presence and sworn to before me this 28th day of August, 1905.
[SEAL.]

G. H. BLAKESLEE,
Notary Public.

My commission expires October 27, 1908.

EXHIBIT No. 151 [Goode].

SHAWNEE INDIAN SCHOOL, *September 9, 1905.*

Personally appeared Elizabeth Test, at present employed as field matron among the Kickapoos (Mexican Kickapoo Indians), and has been employed in that capacity since 1892, and makes affirmation as follows: That during her service Mr. M. J. Bentley was acting agent for the Kickapoo Indians, and that from her constant intercourse with the Indians she was advised by them that Mr. Bentley was doing everything in his power to induce the said Indians to remove to Mexico, and that as the Indians informed affiant, he was telling them that there would be soldiers sent here; that if they did not go away that there would be war and the Indians would be killed; that all the Indians that remained here would have their children taken away and sent to distant schools; that he told affiant that he was going to get lands for these Indians in Mexico, where they could be entirely free to hunt and their children would not have to go to school; that he commenced to work upon the minds of the Indians by sending small parties down to Mexico to see their relatives.

Affiant further says that it was a matter of common report and notoriety among the Shawnees and Kickapoos that he (Bentley) had an Indian woman or wife, a Shawnee named Annie Pecan, by whom a child was born; that the woman made no denial when the matter of Mr. Bentley was spoken of as the father of said child, and she did not deny that Mr. Bentley was the father of her child; that Annie Pecan visited affiant at her residence several times; that at one time Mr. Bentley gave her (Annie Pecan) an order for a sewing machine which the affiant had in her charge, and the machine was turned over to said Annie Pecan.

ELIZABETH TEST.

Subscribed and affirmed before me this 9th day of September, A. D. 1905.

CHAS. H. DICKSON,
Supervisor Indian Schools.

EXHIBIT No. 152 [Goode].

INDIAN CAMP, *August 2, 1905.*

Ta pa thea, an aged woman over 70 years of age, made this day the following statement, in substance, to Much e nen ne, and made the same freely and voluntarily, as follows:

"She says that she was the owner of an allotment in Oklahoma; that she was taken to Eagle Pass, Tex. (from Muzquiz, Mexico), and there was taken to an office where she was told to touch the pen (a symbol of signing any paper), and they kept urging her to touch the pen; she asked what this was for; without explanation, she was again asked to touch the pen. She asked again, "Is it for lease?" and was given to understand it was, and she finally touched the pen. She was then given \$300 in Mexican silver, and asked what this was for, and was told by Mr. Bentley: "Oh, just for you." She came back to Muzquiz, Mexico, and finally when her money was all gone she found that she had, instead of signing a lease, signed away her land in Oklahoma, and this is not what she wished to do at all, and she wants this matter investigated and made straight."

SHAWNEE, OKLA., *September —, 1905.*

The foregoing paper has been read to Much e nen ne, and fully interpreted to him, and he says that he understands the same. He says the foregoing statement of Ta pa thea is in substance the same statement which she made to him (Much e nen ne) on

or about August 2, last; that he has known this woman for many years, being friends; that he has very strong reasons for believing that this voluntary statement on her part is true, although he had reason to believe, owing to pressure and influence that was being brought to bear upon her before he left Muzquiz, Mexico, that she would not make the same statement when brought before the Mexican court; in other words, she was afraid to tell the truth, for fear of incurring the ill will of Bentley.

MUCH E NEN NE (his x mark).

Witnesses:

WALTER F. DICKENS.

OLIVER HUMBARGER.

I hereby certify that before signing of the foregoing paper by Much e nen ne (Indian) I fully and thoroughly interpreted and explained to him the statement which Ta pa thea (Indian) made to him while he was on a recent visit to Muzquiz, Mexico, and he fully understands the same, and says that he made this statement to Mr. Dickson at Muzquiz.

JOHN B. PAMBOGO,
Interpreter.

EXHIBIT No. 153 [Goode].

UNITED STATES INDIAN AGENCY,
Shawnee, Okla., July 30, 1905.

MY DEAR MR. DICKSON: * * * There are a considerable number of the business men of Shawnee interested in this land deal, and they naturally infer that the investigation has something to do with that deal. I am surprised at the success you have had up to date, and think that great credit is due you in establishing such a good foundation to work on. I most sincerely hope that the Mexican Government will take action in the matter, as well as our Government, and believe that they should be vitally interested. I think it would be proper for Mexico to refuse admission of these Indians unless permitted by our Government after a full understanding of all of the facts. As soon as they have used up the income they would have from the United States they would be on the hands of Mexico as paupers and renegades, and their income from the United States would not last long, as you well know, when under the influence of Mr. B. and his outfit. They would soon kill off all of the game of Mexico, and otherwise be harmful. These things I say with a full knowledge that if they remain in our country they will not be any benefit to us, at least for some time yet to come, but they are now our subjects or wards, and it would not be right as their guardian for us to permit them to make such a foolish move. This is especially true from the fact that the whole scheme is backed by a notorious set of grafters and rascals, who are smart enough to deceive these poor Indians into their way of thinking by misrepresenting matters to them and by working on their sympathy and leading them to believe that they are going to a place where they can forever have their "happy hunting ground" and live as old-time Indians in the full sense of the term. I could talk volumes to you along these lines, but refrain from annoying you any further with the matter at this time. Your letters are very interesting to me and all are received with anxiety. Call upon me at any time for anything that you could expect of a human, and I will endeavor to supply it. The folks are all well and send their regards.

With best wishes, I am, yours, very sincerely,

FRANK A. THACKERY.

EXHIBIT No. 154 [Goode].

Memorandum of statements made by Indians to Supervisor Dickson at Indian camp near Muzquiz, Mexico, July 24, 1905.

Copy of paper of Tah na the hah, shown to Supervisor Dickson July 24, 1905.

"Received of Tah na the hah the sum of \$680, in trust, to be used by me to best protect and care for the interests and maintenance and welfare of the said Tah na the hah, this the 2d day of December, 1903.

"MARTIN J BENTLEY."

She stated to the supervisor that this money was paid her by Mr. Blakelee, the clerk at Shawnee Agency, for a land sale; that she got \$700, and gave it all to Mr. Bentley.

She said that Mr. Joe Clark said she might lose that money, and advised her to place the money with Mr. Bentley. He said: "Let Mr. Bentley take care of that money for you."

She claims that there is still due her \$155.35, and Mr. Bentley claims that there is but \$135.35 due to this woman (the amounts as per noted payment are all in American money).

She says that she has wanted to have the whole, but Mr. Bentley has often only given her a little.

Wah sko tah, an Indian, on the same day stated to the supervisor that he had received \$1,604 from heirship land. This was paid by Maxey at the bank in money. He let Bentley take care of it. He just kept \$4. Bentley gave him money as he asked for it, but he received no paper from Mr. Bentley about the money. He does not remember that Mr. Bentley gave him any paper; that when he came across to Mexico he let Mr. Bentley pay out for him, but does not know how much; that Mr. Bentley showed him a book where his account was kept. When he started for Mexico he wanted a good many things, and got at one time \$350, American money; this was the most that he received at any one time.

Pe quah received \$2,500, American money, which was paid by Superintendent Thackery on heirship land. Spent it in various ways; he owed some money to a trader—just a little. Superintendent Thackery told him it was dangerous to carry around so much money, so he went over to Bentley and gave him the money to take care of. Mr. Bentley gave him a paper showing how much it was. The money was sent to Eagle Pass, where he received all that he had deposited. Mr. Bentley sent the money to Eagle Pass.

EXHIBIT No. 155 [Goode].

TERRITORY OF OKLAHOMA,
Pottawatomie County, ss.

In the district court in and for said county and Territory.

Mary Pen e tho, plaintiff, v. M. J. Bentley, defendant.

PETITION.

The above-named plaintiff, Mary Pen e tho, for her cause of action against the above-named defendant, M. J. Bentley, alleges and avers:

First. That the said plaintiff is now and was at the times hereinafter named a member of the Mexican band of Kickapoo Indians and could not at the times hereinafter named and can not now read, write, or understand the English language.

Second. Plaintiff further alleges that on the 1st day of June, 1904, she delivered to the defendant, M. J. Bentley, as her agent, the sum of \$7,000 to be by him deposited to the credit of the plaintiff in the First National Bank of the city of Shawnee, Okla., which said sum of money the said defendant, M. J. Bentley, then and there, as the agent of the plaintiff, promised and agreed to deposit to the credit of the said plaintiff in said First National Bank.

Third. Plaintiff further alleges that said defendant failed and neglected to execute said trust so reposed in him and deposit said sum of money, or any part thereof, in the said First National Bank, but on the contrary appropriated and embezzled the same to his own use and benefit, and still retains all of the same except the sum of \$1,678, which he has refunded to the said plaintiff.

Fourth. Plaintiff further alleges that at the time the aforesaid sum of \$7,000 was so delivered by her to the said defendant, he, the said defendant, delivered to the said plaintiff a paper which he represented to be a receipt and statement that he would so deposit said sum of \$7,000 in the First National Bank to the credit of the said plaintiff, but the said plaintiff has since discovered that the aforesaid instrument which said defendant represented to be a receipt is in form a promissory note signed by the said defendant, M. J. Bentley, for the said sum of \$7,000, a copy of which said instrument is hereto attached and marked "Exhibit A," and which said instrument the said plaintiff offers to return to said defendant, and here tenders the same in court; that she did not know and had no reason to believe that said instrument was, or purported to be, a promissory note for the repayment of said money; that the plaintiff has often demanded the return of said money, which the defendant has always refused.

Wherefore plaintiff prays judgment against the said defendant for the sum of \$5,322, and interest thereon at the rate of 7 per cent per annum from the 1st day of June, 1904, and for costs of suit.

Attorneys for Plaintiff.

[Exhibit A.]

\$7,000.00.

SHAWNEE, OKLA., June 1st, 1904.

On July 1st, after date, waiving grace or protest, notice of protest, and nonpayment, we, or either of us, promise to pay to the Mary Pen e tho, at the First National Bank, or order, seven thousand dollars, value received, with 6 per cent interest per annum, and in case of legal proceedings to collect this note; or should this note be placed in the hands of an attorney, I agree to pay 10 per cent additional to the amount attorney's feed. The makers and endorsers hereby severally agree to all extensions and partial payments before and after maturity without prejudice to the holder.

M. J. BENTLEY.

EXHIBIT No. 156 [Goode].

SHAWNEE, OKLA., September 7, 1905.

Mr. H. DICKSON,
Indian Agency, Shawnee, Okla.

SIR: In compliance with your verbal request of 6th instant, we take pleasure in furnishing you the following statement as to how and when the Shawnee Townsite Company came into possession of the SE. $\frac{1}{4}$ sec. 24, T. 10, R. 3 E., of the Indian meridian, being the allotment to the Kickapoo Indians, Okemah and his wife Tithequa.

The Shawnee Townsite Company was incorporated under the laws of Oklahoma, and is composed of the following stockholders, each interested in the purchase of the above-named land to the amount set opposite their names: S. A. B. Hart, \$7,500; O. H. Slover, \$12,600; J. T. Cruse, \$6,300; M. F. Eggerman, \$4,200; A. P. Slover, \$4,200; Geo. Patchin, \$2,100; D. N. Kennedy, \$2,100. The above-named company began negotiating for this land on or about March 20, 1905, through real estate men of the city of Shawnee, viz, Geo. Patchin and D. N. Kennedy, the two last-named stockholders above mentioned, for the purpose of platting same into lots, streets, and alleys, as an addition to the city of Shawnee, this land joining the city on the southwest.

Copy of the act of Congress approved March 3, 1905, removing all restrictions of the allottees above mentioned, thus discontinuing their relation as wards of the Government, together with the opinion of our attorney, J. H. Woods, copy of which is inclosed herewith, gave us confidence that the title conveyed was in every way good.

The Shawnee Townsite Company purchased the above-named one-fourth section of land April 1, 1905, from one W. W. Ives, who was represented to said company as the purchaser from the Indian. The consideration paid by the Shawnee Townsite Company to W. W. Ives was \$39,000, \$22,500 of which was paid in cash, and the company's notes for the remainder, payable in three notes of \$5,500, each coming due as follows: October 2, 1905, April 2, 1906, and October 2, 1906; said notes being secured by mortgage on all the land purchased.

This purchase was made in good faith, and the east 80 acres of said land has been platted into town lots and the streets and alleys cleared at an expense to the company of about \$350. Since that time we have sold to various persons about 65 lots, some of whom in turn have built themselves homes, some of these borrowing money to build homes, by giving a mortgage on their lots.

If there was any fraud practiced in obtaining this land from the Indians this company was ignorant of the fact, and was not a party thereto, and in no way responsible therefor, and as innocent purchasers ask the protection of the Department.

Respectfully,

SHAWNEE TOWNSITE COMPANY.
By M. F. EGGERMAN, *President.*

Attest:

A. P. SLOVER, *Secretary.*

SHAWNEE TOWNSITE COMPANY.

August 31, 1905.

Parties interested in the purchase of the allotments to Okemah and his wife, Tithequa, being the SE. $\frac{1}{4}$ of sec. 24, T. 10, R. 3 E., are M. F. Eggerman, O. H. Slover, J. T. Cruse, S. A. B. Hart, A. P. Slover, George Patchin, and D. N. Kennedy.

Purchased from W. W. Ives, amount paid was \$22,500 in cash and our notes for \$16,500, secured by mortgage on above named one-fourth section of land. Time of purchase April 1, 1905.

The allotment to Okemah being the east one-half of above-named section, has been platted into town lots and about 65 or 70 lots have been sold and six of the purchasers have built themselves little homes.

As far as Mr. Bentley is concerned in this deal, wish to say that we do not know Bentley, and we are innocent purchasers in this land.

SHAWNEE TOWNSITE COMPANY.
M. F. EGGERMAN, *President*.

Attest:

A. P. SLOVER, *Secretary*.

SHAWNEE, OKLA., *April 14, 1905.*

To whom it may concern:

This is to certify that I have examined the abstract of title compiled by W. J. Riggs, abstractor, under date of April 5, 1905, to the SE. $\frac{1}{4}$ sec. 24, T. 10 N., range 3 E. of the Indian Meridian, Pottawatomie County, Okla., and also that part of the act of Congress approved March 3, 1905, entitled "An act making appropriation for the current and contingent expenses of the Indian Department, and for fulfilling various treaty stipulations with the Indian tribes, for the fiscal year ending June 30, 1906, and for other purposes," which reads as follows:

"That the Secretary of the Interior be, and he is hereby, authorized and directed to issue patents in fee to Okemah, and his wife, Tithequa, Wah nah keth hah, Noten, Tah pah thea, Shuck e quah, and Neconopit, members of the Kickapoo tribe heretofore allotted in the Territory of Oklahoma, for lands so allotted to them in said Territory, and all restrictions as to sale, incumbrance, or taxation of said land are hereby removed."

And I further certify that said abstract of title, in connection with said act of Congress, shows a perfect title in fee simple to said tract of land in W. W. Ives; that while the patent directed to be issued by the said act of Congress has not yet been issued, when the same issues it will relate back, and the execution of the deed of conveyance by Okemah and Thi the qua prior to the issuance of the patent is entirely valid, notwithstanding its execution prior to the issuance of the patent.

Respectfully,

J. H. WOODS.

EXHIBIT No. 157 [Goode].

SHAWNEE, OKLA., *September 8, 1905.*

The COMMISSIONER OF INDIAN AFFAIRS,

Washington:

Supervisor Charles H. Dickson has asked me to write a statement for the consideration of your Office, and I do so cheerfully.

Having been employed as Indian interpreter for the Kickapoo Indians in Mexico, I give it as my candid opinion, after hearing all the testimony at Muzquiz, Mexico, of Okemah and wife, as well as the other Indians who were made to sign papers (deeds) at Eagle Pass, Tex., and at their camp near Muzquiz, and after thoroughly canvassing the matter with said Indians at their camp and in Muzquiz there is no doubt in my mind that (1) these deeds were not explained to or understood by a single one of the Indians; (2) that all the Indians except one fully believed that the papers which they signed related not to a sale of their lands, but to an agreement to exchange their lands in Oklahoma for lands in Mexico; (3) that none of the Indians considered that the little money which they received was in payment for their land or in part payment; (4) that the whole transaction from the beginning to end was a stupendous fraud upon these Kickapoo Indians.

Very respectfully,

HENRY C. JONES.

EXHIBIT No. 158 [Goode].

SHAWNEE TOWNSITE Co.,
Shawnee, Okla., September 7, 1905.

Mr. H. DICKSON, *Shawnee, Okla.*

DEAR SIR: Have just been in consultation with Judge Woods in reference to your question of yesterday relative to the acknowledgment taken to comply with the Oklahoma statutory form in the transfer of land from O ke mah and Thi he qua to W. W. Ives.

Judge Woods tells us he made objections to the other acknowledgments, and that these other acknowledgments (Okla. form) were taken and put of record before he would pass on the title as being perfect.

Respectfully,

SHAWNEE TOWNSITE Co.
Per A. P. SLOVER.

EXHIBIT No. 159 [Goode].

SEPTEMBER 8, 1905.

After on my arrival at Muzquiz, Old Mexico, July 29, 1905, on next day I meet Mr. Martin J. Bently. He ask me have little talk. We went in Mexican barber shop and set down. Mr. Bently ask me when will he Sac and Foxs will get half their lands patents? I said after 13th February, 1906—treaty ratified by Congress that day, and extension is March 27, 1906, and he said to me: Now, Henry, when you get back home you go to work on your people as I do those Kickapoos; we will get their lands up there, and we will get lands here for them and we will have supply store here; your son Frank is good bookkeeper; there is chance make little money.

Mr. Bently done all talk; I said nothing, either yes or no. I am rather too old man at my age go in business buy lands from poor Indians without price.

HENRY C. JONES,
Ex-Member Sac and Fox National Council.

EXHIBIT No. 160 [Goode].

SHAWNEE INDIAN SCHOOL,
Shawnee, Okla., September 9, 1905.

Personally appeared Mrs. Rachel Kirk, of the Kickapoo Mission (having been employed as a missionary among the Shawnees for about eleven years). She affirms as follows:

That she is well acquainted with an Indian woman named Annie Pecan; that she is a member of the Shawnee tribe; that she (affiant) distinctly remembers at one time when said Annie Pecan visited her place (the mission) that she had a little boy about five months old; that an Indian woman who was with Annie said that Mr. M. J. Bentley was the father of her (Annie Pecan's) child, and affiant then asked Annie where her man was, and she replied that Mr. Bentley was the boy's father. She further affirms that all the Indians that she has ever had any conversation with, relative to this Annie Pecan, all believe that she is Bentley's woman, and all believe that this boy is Bentley's son.

RACHEL KIRK.

Subscribed and affirmed before me this 9th day of September, A. D. 1905.

CHAS. H. DICKSON,
Supervisor of Indian Schools.

EXHIBIT No. 161 [Goode].

SHAWNEE, OKLA., September 8, 1905.

Personally appeared Henry C. Jones, who, being duly sworn, deposes and says as follows:

That he was employed as interpreter for the Kickapoo Indians and was at Muzquiz, Mexico, from July 29 until August 9, 1905; that he frequently visited the camp of the Mexican Kickapoo Indians—those who came to Mexico from Oklahoma—and met

many of them at Muzquiz, about 6 miles distant from their camp; that several of the Indians told him, deponent, that Martin J. Bentley had a big fat woman, a Shawnee (Annie Pecan), as his woman or wife at his camp near their camp; that these Indians also stated that this woman was the same one that he had while he was agent for the Indians.

When deponent asked the different Indians whether Mr. Bentley really had an Indian woman as his wife, they all said, "Why, yes; a great big fat woman; a Shawnee," and they all stated and repeated that this was the same woman that he had while he was agent for the Indians. They further said that he had had one child by this woman. This woman was in Bentley's camp near the Indian camp.

HENRY C. JONES.

Subscribed and sworn to before me this 8th day of September, 1905.

[SEAL.]

E. H. CARLETON,
Notary Public.

My commission expires July 17, 1906.

EXHIBIT No. 162 [Goode].

SHAWNEE AGENCY,
Shawnee, Okla., September 9, 1905.

Statement of Joe Billie, one of the leading men of the Shawnee Indians, Big Jim's band.

Joe Billie, in the presence of Superintendent Thackery, Supervisor Dickson, Pambogo, and Thomas Alford, the latter being interpreter, makes the following statement with reference to Martin J. Bentley and his association with one Annie Pecan, a Shawnee Indian woman:

He said: "That Bentley's cohabitation with Annie Pecan was generally known among all the Shawnees; that while Bentley was agent for the Indians and engaged in opening some roads that he hired two Indian women to cook for him, one of these being Annie Pecan; and that it is known to the Shawnees that he had lived and cohabited with the said Annie Pecan as his wife; and while in the Indian fashion this would be considered a marriage, yet at one time the Indians all thought that Bentley was going to marry this woman in the white man's way; that Annie Pecan afterwards had a child, which is generally believed to be Bentley's child; that while at Okemah, Ind. T., he had this Annie Pecan with him and was really living with her as his wife; that he (Bentley) claims to have taken this woman to Mexico as interpreter, when she has had no schooling, and, excepting a very few words, can not speak any other language than the Shawnee."

WASHINGTON, October 10, 1905.

By some oversight the foregoing statement was not signed by Joe Billie, but, as stated above, it was made in the presence of Superintendent Thackery, Thomas W. Alford, Pambogo (policeman), and myself, and can be fully corroborated.

CHAS. H. DICKSON, Supervisor.

EXHIBIT No. 163 [Goode].

Memorandum of conversation had August 16, 1905, with Mr. L. Alberto Guajardo, presidente of the municipality of Villa Muzquiz, Mexico.

He stated that he had the movement of Indians under observation for nearly three years, and has watched the proceedings of Mr. Martin J. Bentley, Roman Galan, and others. On the first arrival, when the Indians came they went direct to Nacimiento, where they established themselves, taking up land, building houses, and opening up fields, etc., evidently with the idea of a perfect right, forcing the local colony of Kickapoos into less than one-half the area which they had formerly occupied. The local members of this tribe objected, and Macuat, the chief, went to Mexico and had an interview with President Diaz, who ordered that the Texan (or Oklahoma) Indians should leave the colony. From one circumstance and another he deduces that the scheme of Bentley and Galan was to get these Indians onto this land and then appropriate the money of the sale of their lands in Oklahoma. The Indians having a piece of land, and in a region handy where game abounds, will not worry as to their title to the land; they will most likely simply accept conditions as they appear.

Now that there has been a failure to get the Oklahoma Indians onto the Nacimientto lands, comes the idea of other lands; that he suspects that what will happen is: Bentley will purchase some land and place the Indians on it, then let time go by without securing title to the Indians till ten years have expired; then, as he will have had ten years' undisputed title, he will eject the Indians, or deal with them as he sees fit, and remain possessed of the land, which will have been acquired with the Indians' money.

The Nacimientto Indians view with intense suspicion the location of these Oklahoma Indians on their lands, their belief being that these Indians have been brought down, will stay a while, and then will be made to go back to the States, and will be used to compel the Nacimientto Kickapoos to also go to the States, so that Bentley and Galan will get their lands. Hence, any arrangement with regard to the Nacimientto colony as a point of settlement is surrounded with difficulties.

He has well-grounded suspicion that letters have come to the Indians and have been received by Roman Galan and opened, the checks or drafts removed, and then resealed and delivered to the addresses; that he believes such has been a regular practice.

Bentley, Roman Galan, and Wah pe che quah undoubtedly have some arrangement or combine to their mutual profit; that they have stringent objections to any more intelligent Indians who may know how to read or write being in the camp, instancing Will Murdock. A complaint was made that Murdock had badly beaten his wife. On Wah pe che quah's charge he was arrested and sentenced to some days' imprisonment. It appears that he had gone to Nacimientto and getting back to his camp found his woman or wife not in her place, but in a wagon with another Indian man. He snatched off the blanket, the other Indian fled, and he slapped his wife. On the complaint the wife was ordered examined. It was alleged she had broken ribs. She refused to be examined, but was, however, and the surgeon reported that there was not a bruise of any kind on her whole body. Bentley told Murdock that he would get him a place at Esperanzas coal mines, and to the president he said that he was going to get him over the border and deliver to the United States officers as a deserter from the Army. Wah pe che quah stated to the presidente that Murdock is a good boy, yet he does his best to get him out of their tent.

Individual Indians might have the right to come into the country and buy land, but as a tribe they can not come in and do so without permission from the Government. That under the circumstances even if some of these Indians individually bought land, it would mean a settlement of the whole, hence they would have to formally obtain the permission of the Government. That the Government being willing, a piece of land near Nacimientto or elsewhere could be bought and these Indians placed upon it, but to do this it would be necessary that they should cease to have any connection or exercise any rights under the United States Government.

EXHIBIT No. 164 [Goode].

Memorandum of talks made by Wah pe che quah, Kickapoo Indian, and the President of the municipality, Sr. L. Alberto Guajardo.

INDIAN CAMP NEAR MUZQUIZ, MEXICO, August 7, 1905.

Wah pe che quah says: I do not know why my friend, Mr. Dickson, should have come down here and bothered us asking questions. We thought to come here and live, live the old free life. The Government (United States) gave us land there. We think that we can do what we like with that which is given us. It was given us, therefore we thought to exchange the land over there for land here; we did not like it over there. We come here and we look around to see what land suits us, where we can make our homes. When we have a horse that we do not like we look around and find one that we like, then we try to trade for it. We come here. We have done no harm; we have not killed or hurt anyone; we only want to get some land to live on 'till we die. We want to walk in peace and friendship with all people, and do only that which is right.

Mr. Guajardo says: Your thoughts are wrong. First, every nation has the right to inquire into the conditions of life of its citizens living in other lands, whether they are doing well or ill, therefore the United States has the right, through its duly commissioned officers, to send and inquire as to what you, its citizens, are doing here, how you are living, what you do with your money, if you are obeying the laws under which you live; just the same as Mexico would have the right to send one of its officials over to the States or other countries and inquire into the conditions of its citizens over there.

Mexico does welcome every colonist; she has land and water for them, but she wants people to come who can farm, who have some good honest way of living, who produce something, make shoes or are carpenters or blacksmiths who make machinery, and who obey the laws. She has also a law by which foreigners that are not useful and do not obey can be driven out.

You have been here now two years. What have you done; where are your farms; of what do you live? I have seen nothing but some hunting. What are you going to do when the deer are all gone as they have gone where you come from?

You have to go to work, get land, and by your example to your children teach them to work, to learn how to do things. You talk about trading land as you talk about trading horses; such is not the case. First, you have to get permission to buy the land, then when you have the permission you have to pay for the land. Then you have to work the land, make it produce. You have to obey the laws and the constituted authorities. You have to establish and maintain schools. The permission to acquire lands is given to those who ask for it, after they have shown that they are industrious, law-abiding people, who can work for their living, who will be some benefit to the country, who become Mexican citizens; and to become Mexican citizens you have to cease to be citizens of the United States—you can not be citizens of two countries. When you have found and bought the land, you have to build houses, pay taxes, and obey the law and the authorities that may be sent by the Government. If you are willing to do this way you can get land, but you can not hold it in a block. Each one will have to have his own, so that the children will know which belongs to them. This is the way that the Government guarantees the future of the children, that they may have something to live on.

Wherefore, these are things you have to do: Obey the law and authorities, work and teach you children to work, and send them to school, so they may learn, and all walk uprightly and honestly.

EXHIBIT No. 165 [Goode].

Notes of conversation held with Rev. Father J. Andres, of the Catholic Church, Muzquiz, Mexico, by Chas. H. Dickson, supervisor, Arthur C. Wheatley, interpreter.

MUZQUIZ, MEXICO, August 7, 1905.

He says: "The Nacimientto colony or settlement dates very far back. It existed before the time of Juarez, back to Charles III of Spain. When the French intervention came, Sanchez Navarro threw in his lot with a clerical party and the estates were escheated to the Juarez government who sold off a great portion. Later the attainer of treason was withdrawn and the Congress of the United States of Mexico permitted the Sanchez Navarro family to again enter into possession of the properties attained, excepting those that had been disposed of by the Government. Among these were the Nacimientto lands. The title to the Indians was confirmed by Juarez, although it was not vested in any particular Indian, but is held in trust by the Federal authorities for the Indians. That when Captain McCaliffe, of the United States, came to remove these Indians he succeeded in capturing women and children and some old men, that the younger men were off hunting or away; that every Kickapoo Indian of those removed, that is to-day over 34 years old, practically is a Mexican citizen and is entitled to his share of land and water in this Nacimientto colony as a Mexican citizen; that those women who have married Oklahoma Kickapoo are entitled to share in this land; that as the Government of Mexico has never compelled these Indians to conform to the law of the civil marriage nor furnish the necessary facilities for rendering this law effective it could not bar the husband from residence in the colony; that it could only recognize the marriage as per custom."

Rev. Mr. Andres expressed his opinion of this matter as follows: "If the Indians would engage a good lawyer, they could make their claims for lands in the Nacimientto colony good. The mere fact of their having been removed by force of arms to the United States does not make them United States citizens, nor does the compulsory residence there make them United States citizens. If they had voluntarily removed there and voluntarily accepted United States citizenship, it would be different, but as all has been done under compulsion and they have returned at their earliest opportunity they have in no wise foregone their rights."

He further says that he has suspected that the getting of the Indians back here covered some ulterior purpose in which large sums of money were involved; that men do not make great expenditure usually simply from philanthropic purposes, but that there is some motive and object by which they will make a great deal more than is expended. His interest in these Indians is an impersonal one. He says that he has

expended some money and has been subject to some annoyance to endeavor to get fair play; that he has been twice to the City of Mexico on their business, the first time when the attachment was made on the Nacimiento lands, the second time when General Teran was ordered here to drive the Oklahoma Indians back. On General Teran's arrival here he telegraphed to President Diaz twice and went down to the City of Mexico, as the statements forwarded to the City of Mexico were not true. There was no revolt nor serious trouble, but two or three Indians had gotten drunk and were riotous, but there was no general disorder and no need for troops. General Teran arrived here and was telegraphed to return, and then he (Andres) saw the Minister of Fomento, at which time there was a heated discussion in which he told the minister that the only statements that he (the minister) had were those of interested parties, local authorities whose reports were made to the governor of the State, who reported to the minister; that the governor had never made a visit here and from his personal knowledge did not know anything of the circumstances; that all information obtained from no matter what source was unreliable and should be carefully verified; that his only interest in the matter was that the Indians should have fair play, and if they have rights to be placed in the enjoyment of those rights and to be cleared from the chicanery and rascality under which they have fallen.

He showed a manuscript letter from President Diaz thanking him for the interest he had taken in the Indians in having called the attention of the Government to the injustice that was about to be perpetrated and he was requested not to let his endeavors on their behalf be discouraged as he (the Presidente) recognized his disinterestedness in the matter.

EXHIBIT No. 166 [Goode].

Census of the Mexican Kickapoo Indians taken at their camp, about 7 miles from Muzquiz, Mexico, under Shawnee Agency, Oklahoma, by Chas. H. Dickson, supervisor, August 7, 1905.

No.	Indian name.	English name.	Sex.	Relation.	Age.
1	Mah-teck-que-net-nee		M.	Son	18
2	Ah-kis-kuck		M.	Father	50
3	Pah-nah-keth-tho		F.	Wife	48
4	Kee-ah-tah-com-oke-quah		F.	Daughter	18
5	Fem-e-pah-hom-ah-quah		F.	do	14
6	Ni-ah-ke-peah		F.	do	12
7	Kee-nah-ko-thet		M.	Father	24
8	Me-she-kah		F.	Mother	42
9	Man-i-tho		M.	Son	14
10	Nah-nah-ohi-skin-no-quah		F.	Mother	40
11	Pem-ma-ho-ko-quah	Aschas Lunt	F.	Daughter	14
12	Ah-sene-he-ah		M.	Son	13
13	Kesh-ko (Ne-mah-ko-wah)	Cleveland McCree	M.	do	10
14	We-ta-mah-o-the		M.	Father	33
15	Kah-pah-ko-ko-quah		F.	Wife	18
16	Nah-kah-skuck		M.	Son	2
17	Sho-wah-kah		F.		75
18	Me-thup-pe-hah		F.	Mother	38
19	Wah-pe-puck-o-the		M.	Son	14
20	Pe-ah-che-that		M.		16
21	Chaw-ko-sot		M.		49
22	Ah-waw-nee		F.		40
23	O-que-mah-ah-them		M.	Father	50
24	We-ah-che-kah		F.	Mother	40
25	Pash-ko-nat		M.	Son	12
26	Wah-teck-ko-na-hah	Thomas Johnson	M.		19
27	Wah-pah-che-quah-quah		F.		53
28	Ah-ten-e-y-e-teck		M.	Father	23
29	Qua-to-quah		F.	Wife	40
30	Ah-ske-pah-kah-the		M.	Stepson	14
31	Mah-mah-qua-che	John Mine	M.		43
32	Nan-i-take		F.		37
33	Pes-ko-nah-ah		F.	Wife	50
34	Tuck-kum-me		M.		22
35	No-ten		M.		43
36	We-hah-ni-hah		F.		66
37	Ke-sheck-ko-thah		F.	Mother	40
38	Ah-to-ne-qua-tock	Mary Neal	F.	Daughter	11
39	Ah-nes-ah-nen-ne		M.		40
40	Mut-tua-ah-quah		F.		31
41	Mak-mah-tome-ah		M.		20
42	Ah-che-che		M.	Husband	62
43	Chah-ke-ah		F.	Wife	62

Census of the Mexican Kickapoo Indians taken at their camp, about 7 miles from Muzquiz, Mexico, under Shawnee Agency, Oklahoma, by Chas. H. Dickson, supervisor, August 7, 1905—Continued.

No.	Indian name.	English name.	Sex.	Relation.	Age.
44	Peah-twigh-tuck.	Stephen Mohawk.	M.	Husband.	37
45	Ske-nah-tho-pe.		F.	Wife.	18
46	Wah-sko-tha.		M.	Father.	48
47	Mah-squa-ko.		F.	Wife.	38
48	Ma-tho-ko-tha.		F.	Mother.	18
49	Kah-ke-kah-puck-e-the.		M.	Son.	2
50	Not named.		M.	do.	4 mo.
51	Na-ma-che-tha-quah.		F.		65
52	Ma-sha-aha.		M.	Father.	45
53	Pa-ko-nee.		F.	Wife.	40
54	Ke-ah-quah-make.		F.	Daughter.	14
55	Peah-puck-o-he.		M.		11
56	Pah-pe-ach.		F.		50
57	Wab-tak-tak.		M.	Brother.	17
58	Ah-ma-sho-wah-to (Tom Smith).		M.		43
59	Kah-tah-kaw-ho-ho.		F.		20
60	Paw-kaw-koh.		M.		43
61	Mah-tush-gua.		M.		20
62	Mah-gua-the-ack.		F.		50
63	Pa-pe-ah-she.		M.		40
64	Pah-nah-ka-tho.		F.		45
65	En-e-kohn.		M.	Father.	41
66	Wah-puck-we-che.		F.		50
67	Kish-ke-nee-quote.		M.	Father.	40
68	Ne-poh-hah.		F.	Wife.	31
69	Pah-poh-me-na-ko-the (Abraham).		M.		34
70	Wah-nah-ke-the-hah.		M.		44
71	Kah-kah-to-the-quak.		F.	Mother.	50
72	Chuck-e-shim-ah-a (Hah-ke-na-wa-the).		M.	Son.	10
73	Ne-kah-na-pit.		M.	Husband.	70
74	Ah-na-tha-hah-quah.		F.	Wife.	60
75	Tah-nah-pe-ah.		F.		50
76	Wah-pe-ke-che.		M.		25
77	Not named.		M.		2 mo 45
78	O-ke-mah.		M.	Father.	44
79	Thi-the-quah.		F.	Mother.	38
80	Pa-kah-tuck.		M.	Son.	18
81	Mesh-smah-the-quah.		F.	Daughter.	11
82	Pem-etum-wah.		M.		32
83	Tah-pah-she.		M.	Father.	27
84	Ket-te-quah.	Lizzie Wild Horse.	F.	Mother.	25
85	Ke-she-kah-paw-quah.	Lina Wild Horse.	F.	Daughter.	2
86	Wah-we-ah.		M.	Son.	16
87	Kah-pah-o-mah.	William Murdock.	M.	Father.	25
88	We-sho-peth-a-que.	Effie Murdock.	F.	Mother.	20
89	Wa-pe-mah-quah.	Douglass Murdock.	M.	Son.	6 mo.
90	Pah-pah-thah-peah.		M.	Father.	24
91	Peck-ke-ah-peah.		F.	Mother.	40
92	Pah-she-kah-me.		M.	Son.	9
93	Wah-pe-che-quah.		M.	Father.	45
94	Pah-ko-ne.		F.	Mother.	38
95	Neh-mah-pe-quah.		F.	Daughter.	11
96	Nah-mah-pe-ah.		M.	Son.	6
97	Pah-ko-toh.		M.	Father.	45
98	Pum-y-tum-make.		F.	Mother.	43
99	Me-ka-se-ah.		M.	Son.	16
100	Ta-pah-hah.		F.	Mother.	25
101	Pa-she-ke-ah.		M.	Son.	4
102	Ne-paw-tah-quah.		F.	Daughter.	1
103	Mah-tah-wah.		M.	Father.	60
104	Wah-pah-ho-ko (queen).		F.	Mother.	48
105	Ko-nah-pah-pe-quah.		F.	Daughter.	11
106	Ka-che-quah.		F.	do.	8
107	Ta-pah-she-ah.		F.	Mother.	56
108	Nah-me-peah-se-o-qua.		F.	Daughter.	15
109	Mah-ko-quah.		F.		57
110	Ta-pa-she.		F.		60
111	Pah-e-nah.		F.	Mother.	22
112	Pah-qua-shick.		M.	Son.	6
113	Not named.		F.	Daughter.	
114	Waw-pah-sose.	William McCary.	M.	Father.	24
115	Ke-o-sh-ah-quah.	Rachel McCary.	F.	Mother.	20
116	Neh-ne-tah-beth.	Charley McCary.	M.	Son.	3
117	Not named.	Rachel McCary.	F.	Daughter.	2
118	We-talo-ka-ma.		F.	do.	
119	Mah-ah-che-that.		M.	Son.	12

• Months.

EXHIBIT No. 167 [Goode].

At a conference held with some of the leading Kickapoo Indians at Shawnee Agency, April 10, 1905, the following statements were made:

MUCH E NE NE'S STATEMENT.

He states that he had heard with gladness what the supervisor said about the country looking good and everything looking healthy and prosperous. He wants the President to see everything as the supervisor sees it. He is glad to hear what the supervisor said to them and is glad to hear what he says "that agents are appointed to look after the interests of the Indians." He is glad to hear that the agent is trying to protect them in their rights to their land, and is trying to prevent the white people from taking away the land from them. A while back they did not know whether their rights were protected or not. Sometimes the Indians think that their rights have not been looked after. He is glad to hear that the President is interested in the welfare of the Indians, and is glad that the Government is determined to protect their interests in their land. All the Indians want is that they be not treated wrongly with reference to their land which they are now living upon.

KE O TUCK'S STATEMENT.

These Kickapoos do not know anything about their treatment in Washington for about ten years. Looks like the Americans are not helping the Indians. When a white man takes a word to Washington, sometimes the white man takes his own words and not the words of the Indians. (He says he refers to Martin J. Bentley.) They do not know Mr. Bentley around here as a truthful man. They look upon him as unreliable. The Kickapoos to-day do not know what Bentley is going to do with them. He says he is probably going to do his own way; that he is going to get the money for their lands.

He says that if the headmen in Washington thought Bentley was a straight man they can not think so now.

He says that he feels as a tribe that the Kickapoos are poor—poor in knowledge, etc. He says that they have no money to hire a lawyer to help us out of our troubles. He says that the Americans around here get paid to help each other. The Kickapoos here feel poor; they have but little land; that for about ten years they have not worked because of the constant turmoil, constant trouble that Bentley has caused by trying to coax, persuade, and induce the Indians to leave this beautiful country. He says that Bentley is a disturber and a trouble maker, and he wants the President and the Commissioner of Indian Affairs to help the Indians and protect them from this man.

OSCAR WILD'S STATEMENT.

The supervisor has come here to know how the Indians are getting along. That is good when Washington sends a man around to look after the Indians; that all these men are working for the Government; says he will be glad to see any man the Government sends to look after them. Says that the young Indian boys are glad to hear what the supervisor said; that he is glad he is here to look out for their interests. We are poor now; the young men are like we are crying. Now, the supervisor knows that it looks like we are going to get beat out of this land. Some men are smart and are trying to "beat" Indians out of their land. It looks as if Bentley had scattered these Kickapoos everywhere. It is good what Bentley tells the Indians and it looks like it is true, but the Indians find out that it is not true. He does not know how anything can be done to make Bentley leave the Indians alone, but it ought to be done, as the Indians are in great trouble owing to his actions. He, Oscar, depends upon the Government to help the Indians out and stop Bentley from causing so much trouble. The Indians can not see Bentley as he is, and the Government ought to look after this matter, as the Indians are powerless. Several of the Indians have heard Mr. Bentley make offers to pay the expenses of the Indians to Mexico; that is, he has made these offers to several Indians.

O KETCH E SHOW O NOW'S STATEMENT (POTTAWATOMIE).

He is glad to see the supervisor and hear what he has said; glad to know that the President and the Commissioner of Indian Affairs are good friends of the Indians; says that the supervisor is going around to see how the Indians are being treated. He feels as though he is a Kickapoo for he has lived with them thirty-two years; that forty-two years ago he went to Mexico, but was glad to come back to this country, because Mexico is very poor. The Government should look out for the Indians and their interests, not only one tribe, but all tribes; that the Indians have but little knowledge and are in many cases very much like children and they can not take care

of themselves. It is best that they should have an agent here to help them and look after them, and that was the rule when the agents were first appointed; that was the reason the President wanted the Indians to be treated right. For about thirty years the Indians have been disturbed by the allotment business; the first law did not provide for allotments.

The Indians are poor and do not know American ways. Sometimes he does not know what to think; maybe they are going to turn the Indians loose and let them take care of themselves. The Government made the rule (law) that they were not going to drop the Indians, but were going to look after them, or until they were able to take care of themselves. All the Indians do not know what to think about white people and their treatment of them.

EXHIBIT No. 168 [Thackery A].

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Ne-pah-hah			

[1]

Statement of funds paid to Ah-che-che, Mexican Kickapoo allottee No. 141.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	99440	\$37.50
Aug. 1, 1902.....	60806	37.50
Jan. 30, 1903.....	376780	125.00
Mar. 21, 1903.....	301995	37.50
May 12, 1904.....	332254	125.00
Do.....	332254	75.00
Jan. 13, 1904.....	415770	150.00
Nov. 7, 1906.....	416700	75.00
Total.....		662.50
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		21.30
Dec. 5, 1902, check.....		21.30
Nov. 14, 1906, warrant (Eagle Pass).....		261.70
Total.....		304.30
Grand total.....		966.80

[2]

Statement of funds paid to Ah-kis-kuck, Mexican Kickapoo allottee No. 6.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 1, 1902.....	86688	\$1.00
Jan. 24, 1902.....	99407	42.50
Do.....	99406	35.00
Aug. 1, 1902.....	60793	35.00
Do.....	60795	42.50
Do.....	60795	10.00
Aug. 5, 1902.....	276141	21.25
Jan. 19, 1903.....	276338	35.00
Jan. 26, 1903.....	276412	42.50
Do.....	276412	100.00
Jan. 30, 1903.....	276781	80.00
Mar. 23, 1903.....	301932	21.25
July 18, 1903.....	302083	115.00
July 20, 1903.....	302084	5.00
Do.....	302085	35.00
July 24, 1903.....	302140	80.00
Feb. 5, 1904.....	332150	115.00
Do.....	332150	115.00
July 18, 1904.....	332154	10.00
July 16, 1904.....	332154	35.00
July 22, 1904.....	382175	195.00
Sept. 25, 1906, cash.....		115.00
Sept. 29, 1906, cash.....		57.00
Total.....		1,403.50
DEED ACCOUNT—HEIR OF WAW-THES-KAH-MO-QUAH.		
Sept. 29, 1906.....	120	10.00
Do.....	121	10.00
Do.....	122	10.00
Do.....	123	10.00
Do.....	124	10.00
Do.....	125	100.00
Mar. 30, 1907.....	191	10.00
Do.....	192	10.00
Do.....	193	10.00
Do.....	194	10.00
Do.....	195	10.00
Do.....	196	8.71
Apr. 15, 1907.....	198	50.00
Do.....	199	200.00
Total.....		458.71
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		53.25
Dec. 5, 1902, check.....		53.25
Nov. 15, 1903, check.....		53.25
Nov. 14, 1906, warrant No. 13216.....		814.05
Total.....		973.80
Grand total.....		2,836.01

[3]

Statement of funds paid to Ah-ke-na-ma-tho, Mexican Kickapoo allottee No. 277.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	90398	\$32.50
Febr. 7, 1902.....	86140	15.00
Aug. 5, 1902.....	276119	32.50
Do.....	276120	15.00
Aug. 9, 1902.....	276161	9.00
Jan. 10, 1903.....	276318	32.50
Do.....	276319	15.00
Febr. 7, 1903.....	276825	15.00
July 21, 1903.....	302098	32.50
Aug. 3, 1903.....	331586	15.00
Apr. 4, 1904.....	332237	70.00
July 6, 1904.....	332294	35.00
July 11, 1904.....	332317	35.00
Jan. 26, 1905.....	382691	60.00
Do.....	382692	35.00
July 24, 1906.....	416549	70.00
July 1, 1906.....	416549	85.00
Aug. 23, 1906.....	416654	85.00
Aug. 30, 1906.....	529340	60.00
Total.....		749.00
DEED ACCOUNT—HEIR OF MA-TIN-A-YA.		
Nov. 3, 1906, check.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Total.....		120.00
Grand total.....		869.00

[4]

Statement of funds paid to Ah-nah-she-wah-to, or Tom Smith, Mexican Kickapoo allottee No. 61.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	86062	\$7.50
Aug. 1, 1902.....	60818	15.00
Jan. 30, 1903.....	276440	15.00
Mch. 19, 1903.....	301994	42.50
May 12, 1903.....	332252	330.00
June 15, 1905.....	382639	45.00
July 6, 1906.....	416454	30.00
Total.....		185.00
DEED ACCOUNT—HEIR OF NAH-PAH-NAH.		
June 15, 1905, check.....		437.33
Total.....		437.33
ANNUITY ACCOUNT.		
Mch. 21, 1902, check.....		10.65
Dec. 5, 1902, check.....		10.65
Nov. 14, 1906, warrant No. 13220 (Eagle Pass).....		351.15
Total.....		372.45
Grand total.....		804.78

[5]

Statement of funds paid to Ah-na-tha-hah-quah, Mexican Kickapoo allottee No. 260.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99429	\$30. 00
Aug. 11, 1902.....	276172	30. 00
Jan. 26, 1903.....	276419	30. 00
Aug. 17, 1903.....	331673	30. 00
Jan. 13, 1906.....	415766	45. 00
July 19, 1906, cash.....		15. 00
Total.....		180. 00

[6]

Statement of funds paid to Ah-nes-she-men-ne, Mexican Kickapoo allottee No. 136.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	99450	\$42. 00
Jan. 24, 1902.....	99347	42. 00
Jan. 31, 1902.....	88087	40. 00
Aug. 1, 1902.....	276065	42. 00
Jan. 27, 1903.....	276424	42. 00
Aug. 10, 1903.....	331641	42. 00
Jan. 20, 1904.....	331866	42. 00
July 25, 1904.....	415567	126. 00
June 25, 1906.....	416442	42. 00
Do.....	416443	50. 00
Total.....		510. 00
DEED ACCOUNT—HEIR OF WE-AH-NA-HONE-NAH, ALLOTTEE NO. 139.		
Dec. 31, 1903, cash.....		1,520. 00
Total.....		1,520. 00
Grand total.....		2,030. 00

[7]

Statement of funds paid to Ah-no-peah, Mexican Kickapoo allottee No. 104.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Mar. 24, 1902.....	132137	\$7. 50
Aug. 15, 1902.....	276196	7. 50
May 23, 1903.....	302037	12. 50
Aug. 17, 1903.....	331672	12. 50
Total.....		40. 00
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		10. 55
Dec. 5, 1902, check.....		10. 55
Total.....		21. 50
Grand total.....		61. 50

[8]

Statement of funds paid to Ah-no-thah-ha-gua, Mexican Kickapoo allottee No. 185.

ANNUITY ACCOUNT.

Nov. 14, 1906, warrant No. 13244 (Eagle Pass).....	\$260.71
Total.....	260.71

[9]

Statement of funds paid to Ah-ten-ye-tuck, Mexican Kickapoo allottee No. 74.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	86098	\$20.00
Aug. 1, 1902.....	60817	50.00
Jan. 26, 1903.....	276726	50.00
Aug. 5, 1903.....	331608	50.00
Jan. 18, 1904.....	331831	100.00
Jan. 15, 1905.....	382833	100.00
Jan. 13, 1906.....	415775	50.00
June 25, 1906.....	416445	50.00
Total.....		470.00

[10]

Statement of funds paid to Ah-them-eak-kah-mo, Mexican Kickapoo allottee No. 181.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 1, 1902.....	276072	\$50.00
Jan. 26, 1903.....	276396	50.00
Feb. 11, 1903.....	276836	45.00
July 21, 1903.....	302100	50.00
Feb. 22, 1904.....	332189	62.50
July 16, 1904.....	332348	62.50
Feb. 4, 1905.....	382719	62.50
Total.....		382.50
DEED ACCOUNT—HERE OF KE-AH-QUA-HUCK.		
Feb. 2, 1904, cash.....		6,288.89
Total.....		6,288.89
ANNUITY ACCOUNT.		
Dec. 5, 1902, check.....		10.65
Nov. 16, 1903, check.....		10.65
Nov. 15, 1904, check.....		10.65
Total.....		31.95
Grand total.....		6,703.34

[11]

Statement of funds paid to Ah-waw-nee, Mexican Kickapoo allottee No. 40.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	86747	\$55.00
Do.....	86748	20.00
Aug. 1, 1902.....	276055	73.34
Jan. 26, 1903.....	276720	64.17
Do.....	276753	13.75
Aug. 3, 1903.....	331583	68.75
July 14, 1904.....	332238	110.00
June 15, 1905.....	382837	110.00
Total.....		515.01
DEED ACC UNT—HEIR OF OC-QUE-NAH-KO-THE.		
June 20, 1905, check.....		10.00
July 20, 1905, check.....		10.00
Total.....		20.00
Grand total.....		535.01

[12]

Statement of funds paid to Chah-ke-she, Mexican Kickapoo allottee No. 142.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	99441	\$37.50
Aug. 1, 1902.....	00800	37.50
Jan. 30, 1903.....	276779	75.00
Mar. 2, 1903.....	301978	37.50
May 12, 1904.....	332255	150.00
June 15, 1905.....	382830	150.00
July 6, 1906.....	416460	150.00
Nov. 7, 1906.....	416700	75.00
Total.....		712.50
ANNUITY ACCOUNT.		
Nov. 14, 1906, warrant (Eagle Pass).....		271.35
Grand total.....		983.85

[13]

Statement of funds paid to Chah-ko-sot, Mexican Kickapoo allottee No. 35.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	99447	\$12.50
Aug. 11, 1902.....	276162	12.50
July 5, 1904.....	332280	65.00
Jan. 13, 1906.....	415776	20.00
Aug. 26, 1907.....	529696	57.50
Total.....		167.50

[14]

Statement of funds paid to Ohe-quu-ka, Mexican Kickapoo, as heir of Cut.

Sept. 5, 1904, cash.....	\$325.00
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[15]

Statement of funds paid to Choh-cha-ka-the-a, Mexican Kickapoo allottee No. 230.

ANNUITY ACCOUNT.

Dec. 5, 1902, check.....	\$10.65
Nov. 16, 1903, check.....	10.65
Nov. 14, 1904, check.....	14.91
Nov. 14, 1906, warrant No. 14209 (Eagle Pass)	261.71
Total.....	297.92

[16]

Statement of funds paid to Cook-ka-thah, Mexican Kickapoo allottee No. 98.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99388	\$10.00
Do.....	99389	23.00
Sept. 11, 1902.....	276246	23.00
Jan. 27, 1903.....	276772	33.00
July 24, 1903.....	302134	10.00
Aug. 18, 1903.....	331677	23.00
Total.....		122.00

[17]

Statement of funds paid to En-e-kohn, Mexican Kickapoo allottee No. 222.

ANNUITY ACCOUNT.

Feb. 21, 1902, check.....	\$10.65
Dec. 5, 1902, check.....	10.65
Nov. 16, 1903, check.....	10.65
Total.....	31.95

DEED ACCOUNT—HEIR OF PA-NAH-WAH.

June 15, 1905, check.....	10.00
July 20, 1905, check.....	10.00
June 15, 1906, check.....	10.00
July 15, 1906, check.....	10.00
Aug. 20, 1906, check.....	10.00
Sept. 20, 1906, check.....	10.00
Oct. 20, 1906, check.....	10.00
Nov. 20, 1906, check.....	10.00
Dec. 20, 1906, check.....	10.00
Total.....	90.00
Grand total.....	121.95

[18]

Statement of funds paid to I-nesh-kin, Mexican Kickapoo allottee No. 151.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 7, 1902.....	86689	\$10.00
Jan. 24, 1902.....	98395	10.00
Do.....	98392	3.75
Do.....	98393	5.00
Aug. 1, 1902.....	60778	5.00
Do.....	60780	3.75
Jan. 26, 1903.....	276738	8.75
Febr. 26, 1903.....	301975	27.50
Apr. 28, 1906.....	416414	3.75
Total.....		77.50
DEED ACCOUNT—HEIR OF KEN-O-CHE.		
Aug. 31, 1903, cash.....		700.00
HEIR OF WAW-PAR-MAH-SHA-WAH.		
Sept. 22, 1903, cash.....		600.00
HEIR OF ISAAC M'CAN.		
Sept. 22, 1903, cash.....		615.00
Jan. 27, 1905, check.....		10.00
Febr. 27, 1905, check.....		10.00
Mar. 20, 1905, check.....		10.00
Do.....		28.50
Apr. 4, 1905, check.....		28.00
Apr. 20, 1905, check.....		10.00
May 20, 1905, check.....		10.00
June 20, 1905, check.....		10.00
July 20, 1905, check.....		10.00
Aug. 22, 1905, check.....		5.58
Total.....		2,108.33
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		21.30
Dec. 5, 1902, check.....		21.29
Nov. 16, 1903, check.....		21.30
Nov. 16, 1904, check.....		21.29
July 22, 1907, check.....		243.07
Total.....		330.25
Grand total.....		2,518.08

[19]

Statement of funds paid to Willard Johnston—

AS LEGAL GUARDIAN OF WAH-PE-PUCK-E.

DEED ACCOUNT.

[As heir of Pah-pe-shick.]

Dec. 4, 1903, cash.....	\$8,433.33
Total.....	<u>8,433.38</u>

AS LEGAL GUARDIAN OF PASH-KO-NOT.

[As heir of Pah-pe-shick.]

Dec. 4, 1903, cash.....	8,433.33
[As heir of Me-thah-pe-quah.]	
June 1, 1904, cash.....	812.00
Total.....	<u>9,245.33</u>

AS LEGAL GUARDIAN OF WAH-THUK-KO-NAH-KAH.

[As heir of Pah-pe-shick.]

Dec. 4, 1903, cash.....	4,216.08
[As heir of Me-thah-pe-quah.]	
June 1, 1904, cash.....	466.09
Total.....	<u>4,622.08</u>

AS LEGAL GUARDIAN OF CHUCK-E-SKIN-AH-A.

[As heir of Ke-ah-quah-huck.]

Febr. 22, 1904, cash.....	6,288.90
Total.....	<u>6,288.90</u>
Grand total.....	<u>28,590.24</u>

[20]

Statement of funds paid to Kah-ka-to-the-quah, Mexican Kickapoo allottee No. 252.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99423	\$25.00
Aug. 1, 1902.....	60641	75.00
Do.....	276089	75.00
Jan. 26, 1903.....	276721	180.00
Febr. 1, 1903.....	276794	75.00
July 21, 1903.....	302086	75.00
Aug. 4, 1903.....	331600	75.00
Mar. 24, 1904.....	332224	75.00
Aug. 20, 1904.....	382771	125.00
June, 15, 1905.....	382829	75.00
July 25, 1905.....	415678	75.00
Jan. 13, 1906.....	415728	50.00
Total.....		950.00
DEED ACCOUNT—HEIRS OF KE-AH-QUA-HUCK, ALLOTTEE NO. 251.		
Mich. 22, 1904, cash.....		9,433.33
HEIR OF CHUCK-KE-SKIN-AH-A.		
Aug. 20, 1906, check.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Total.....		9,483.33
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		42.60
Dec. 5, 1902, check.....		42.60
Nov. 16, 1903, check.....		42.60
Nov. 14, 1906, warrant (Eagle Pass).....		542.70
Total.....		670.50
Grand total.....		11,103.83

[21]

Statement of funds paid to Kah-ke-ne-peah, Mexican Kickapoo allottee No. 2.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99399	\$30.00
Do.....	99400	12.50
Do.....	99401	95.00
Do.....	99403	17.00
Do.....	99404	12.50
Aug. 1, 1902.....	276069	192.00
Jan. 26, 1903.....	276405	167.00
July 10, 1903.....	302066	150.00
Aug. 3, 1903.....	331581	17.00
Jan. 27, 1904.....	331002	101.67
Febr. 20, 1904.....	332184	80.00
July 11, 1904.....	332311	55.00
July 30, 1904.....	382220	50.00
Jan. 10, 1905.....	382602	12.50
Jan. 16, 1905.....	382649	30.00
Do.....	382650	34.00
Jan. 17, 1905.....	382658	17.00
Jan. 26, 1906.....	415847	60.00
Apr. 28, 1906.....	416406	30.00
July 23, 1906.....	416529	30.00
Total.....		1,193.17
DEED ACCOUNT—HEIR OF PEM-E-CHE-SHICK.		
Oct. 20, 1905, check.....		10.00
Nov. 20, 1905, check.....		10.00
Dec. 20, 1905, check.....		10.00
Jan. 20, 1906, check.....		10.00
Dec. 26, 1905, check.....		284.78
Febr. 3, 1906, check.....		100.00
Febr. 7, 1906, check.....		66.22
Febr. 20, 1906, check.....		10.00
Total.....		501.00
AS HEIR OF PE-QUA-NAH-KETH-EH.		
Jan. 20, 1905, check.....		10.00
Febr. 20, 1905, check.....		10.00
Febr. 25, 1905, check.....		366.67
Total.....		386.67
Grand total.....		2,080.84

[22]

Statement of funds paid to Kah-pah-ke-ka-quah, Mexican Kickapoo allottee No. 23.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 1, 1902.....	276065	\$65.00
Jan. 20, 1903.....	276442	65.00
July 19, 1904.....	382163	120.00
July 30, 1904.....	382219	65.00
July 6, 1906.....	416463	100.00
Nov. 7, 1906.....	416700	100.00
Total.....		525.00

[23]

Statement of funds paid to Kah-pah-o-mah, Mexican Kickapoo allottee No. 37.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
May 25, 1903.....	302039	\$210. 00
July 20, 1903.....	302063	110. 00
Jan. 18, 1904.....	331825	50. 00
July 11, 1904.....	332314	50. 00
Jan. 10, 1905.....	382603	50. 00
Mar. 13, 1907.....	529458	50. 00
Total.....		520. 00

[24]

Statement of funds paid to Ke-ah-quah-quah, Mexican Kickapoo allottee No. 113.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Sept. 7, 1904.....	382312	\$80. 00
Febr. 6, 1905.....	382724	30. 00
July 6, 1906.....	416464	60. 00
Total.....		150. 00
DEED ACCOUNT—HEIR OF PA-NAH-WAH.		
Jan. 16, 1905, cash.....		10. 00
Febr. 17, 1905, cash.....		10. 00
Febr. 27, 1905.....	44	30. 00
Mch. 20, 1905.....	67	10. 00
June 15, 1905.....	196	10. 00
Do.....	216	20. 00
July 12, 1905, check.....		50. 00
Aug. 10, 1905, check.....		54. 00
Aug. 20, 1905, check.....		10. 00
Sept. 20, 1905, check.....		10. 00
Oct. 20, 1905, check.....		10. 00
Nov. 20, 1905, check.....		10. 00
Dec. 20, 1905, check.....		10. 00
Dec. 3, 1906, check.....		10. 00
Do.....		10. 00
Do.....		10. 00
Do.....		10. 00
Do.....		10. 00
Do.....		10. 00
Do.....		10. 00
Do.....		6. 61
Total.....		320. 61
ANNUITY ACCOUNT.		
Dec. 5, 1902, check.....		10. 65
Nov. 16, 1903, check.....		10. 65
Nov. 15, 1904, check.....		10. 65
Total.....		31. 95
Grand total.....		502. 56

[25]

Statement of funds paid to Kee-ah-tha-kum-o-quah, Mexican Kickapoo allottee No. 9.

ANNUITY ACCOUNT.

Nov. 14, 1906, warrant No. 13214 (Eagle Pass).....	\$272. 35
Total.....	272. 35

[26]

Statement of funds paid to Kee-nah-to-thet, Mexican Kickapoo allottee No. 8.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 19, 1902.....	60794	\$12. 50
Jan. 26, 1903.....	276417	50. 00
July 21, 1903.....	302092	50. 00
Aug. 1, 1904.....	60792	50. 00
Aug. 31, 1904.....	382295	100. 00
July 6, 1906.....	416462	300. 00
Mar. 13, 1907.....	529457	100. 00
Total.....		662. 50
DEED ACCOUNT—HEIR OF KAH-SKE-AH, ALLOTTEE NO. 36.		
Aug. 24, 1903, cash.....		851. 00
Total.....		851. 00
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		10. 65
Dec. 5, 1902, check.....		10. 65
Nov. 14, 1906, warrant (Eagle Pass).....		303. 58
Total.....		324. 88
Grand total.....		1, 838. 38

[27]

Statement of funds paid to Kee-sheek-to-thah, Mexican Kickapoo allottee No. 121.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99416	\$65. 00
Aug. 1, 1902.....	60787	65. 00
Jan. 26, 1903.....	276411	65. 00
Aug. 4, 1903.....	331597	100. 00
Aug. 20, 1904.....	382275	300. 00
Sept. 3, 1906.....	416674	300. 00
Total.....		895. 00

[28]

Statement of funds paid to Ke-ma-si-quah, Mexican Kickapoo allottee No. 22.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	86750	\$80. 00
Aug. 1, 1902.....	276090	80. 00
Jan. 30, 1903.....	276448	80. 00
July 22, 1903.....	302112	80. 00
Feb. 21, 1904.....	332186	80. 00
Aug. 13, 1904.....	382260	80. 00
Mar. 8, 1905.....	282785	80. 00
Aug. 11, 1905.....	415650	160. 00
Feb. 2, 1906.....	415868	80. 00
July 30, 1906.....	416570	80. 00
Total.....		880. 00

[29]

Statement of funds paid to Ke-o-si-ah-quah (Rachel Kirk) Mexican Kickapoo allottee No. 102.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Feb. 14, 1902.....	133288	\$5. 00
Jan. 26, 1903.....	276722	5. 00
July 24, 1903.....	302135	5. 00
Aug. 22, 1904.....	382283	28. 33
Do.....	382290	35. 00
Jan. 10, 1905.....	382612	30. 00
July 25, 1905.....	415580	17. 50
Do.....	415582	12. 50
Jan. 13, 1906.....	415779	17. 50
Nov. 7, 1906.....	416700	17. 50
Total.....		173. 33
DEED ACCOUNT—HEIR OF PEN-NE-THAT.		
Mar. 30, 1905.....	57	10. 00
Apr. 3, 1905.....	93	150. 00
Apr. 20, 1905.....	130	10. 00
June 15, 1905.....	201	10. 00
July 13, 1905.....	379	7. 00
July 20, 1905.....	306	3. 00
Total.....		190. 00
Grand total.....		363. 33

[30]

Statement of funds paid to Ke-te-quah, Mexican Kickapoo allottee No. 41.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 1, 1902.....	276057	\$20. 00
Jan. 26, 1903.....	276728	20. 00
Aug. 3, 1903.....	331584	20. 00
July 14, 1904.....	332339	40. 00
Jan. 27, 1905.....	382606	40. 00
Jan. 13, 1906.....	415763	20. 00
Aug. 26, 1907.....		25. 00
Total.....		185. 00
DEED ACCOUNT—HEIR OF OC-QUE-NAH-KO-THE.		
June 20, 1905, check.....		30. 75
Do.....		10. 00
July 20, 1905, check.....		10. 00
Aug. 20, 1906, check.....		10. 00
Do.....		10. 00
Do.....		10. 00
Do.....		10. 00
Do.....		10. 00
Total.....		100. 75
Grand total.....		285. 75

[31]

Statement of funds paid to Kish-ke-nic-quote, Mexican Kickapoo allottee No. 243.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	86091	\$25.00
Aug. 1, 1902.....	60816	107.50
Jan. 29, 1903.....	276435	122.50
Aug. 17, 1903.....	331670	90.00
Oct. 20, 1903.....	331738	82.50
Mar. 22, 1904.....	332219	50.00
Aug. 25, 1904.....	382288	50.00
July 25, 1905.....	415578	50.00
Jan. 13, 1906.....	416738	80.00
July 6, 1906.....	416461	50.00
Mar. 12, 1907.....	529455	50.00
Total.....		737.50
DEED ACCOUNT—HEIR OF MI-NA-NA, ALLOTTEE NO. 128.		
Oct. 14, 1903, cash.....		3,320.00
HEIR OF KAH-CHE-KA-SHE, ALLOTTEE NO. 4.		
Mar. 23, 1904, cash.....		3,444.00
Total.....		6,764.00
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		42.60
Dec. 5, 1902, check.....		42.60
Nov. 14, 1906, warrant No. 13215 (Eagle Pass).....		564.00
Total.....		649.20
Grand total.....		8,150.70

[32]

Statement of funds paid to Mah-ka-se-ah, Mexican Kickapoo allottee No. 240.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 3, 1907.....	416717	\$50.00
ANNUITY ACCOUNT.		
Nov. 14, 1906, warrant No. 13233 (Eagle Pass).....		260.71
Total.....		310.71

[33]

Statement of funds paid to Mah-mah-to-me-ah, Mexican Kickapoo allottee No. 138.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
July 25, 1903.....	302147	\$45.00
Feb. 25, 1904.....	332192	50.00
Aug. 5, 1904.....	382225	50.00
Jan. 26, 1905.....	382804	50.00
July 12, 1905.....	382866	50.00
July 15, 1905.....	382919	62.50
Jan. 22, 1906.....	415804	50.00
Do.....	415805	62.50
Mch. 1, 1906.....	415922	45.00
Aug. 7, 1906.....	416623	50.00
Total		515.00
DEED ACCOUNT—HEIR OF MA-TIN-A-YA.		
Nov. 20, 1905, check.....		10.00
Dec. 20, 1905, check.....		10.00
Jan. 20, 1906, check.....		10.00
Feb. 20, 1906, check.....		10.00
Mch. 3, 1906, check.....		50.00
Do.....		100.00
Mch. 20, 1906, check.....		10.00
Apr. 11, 1906, check.....		10.00
May 11, 1906, check.....		10.00
July 11, 1906, check.....		10.00
Do.....		10.00
Aug. 7, 1906, check.....		192.50
Aug. 20, 1906, check.....		10.00
Aug. 27, 1906, check.....		100.00
Do.....		10.00
Sept. 10, 1906, check.....		61.77
Do.....		61.77
Mch. 20, 1906, check.....		10.00
Apr. 20, 1906, check.....		10.00
May 20, 1906, check.....		10.00
Total		706.04
ANNUITY ACCOUNT.		
Nov. 16, 1903, check.....		10.65
Nov. 14, 1904, check.....		10.65
Total		21.30
Grand total		1,242.34

[34]

Statement of funds paid to John Mine, or Mah-mah-qua-che, Mexican Kickapoo allottee No. 75.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	86737	\$16.50
Aug. 1, 1902.....	270087	37.50
May 25, 1903.....	302041	37.50
July 24, 1903.....	302137	50.00
Mch. 9, 1904.....	332211	50.00
June 15, 1905.....	332828	50.00
Total.....		241.50
DEED ACCOUNT—HEIR OF KE-SHE-SHE.		
Mch. 9, 1904, cash.....		338.67
Total.....		338.67
ANNUITY ACCOUNT.		
Mch. 21, 1902, check.....		10.65
Nov. 16, 1903, check.....		10.65
Nov. 14, 1906, warrant No. 13213 (Eagle Pass).....		260.70
Total.....		282.00
Grand total.....		862.17

[35]

Statement of funds paid to Mah-me-she-kah-wah, or Me-she-kah, Mexican Kickapoo allottee No. 15.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Feb. 7, 1902.....	86123	\$15.00
Aug. 5, 1902.....	276143	40.00
Jan. 27, 1903.....	276764	40.00
July 21, 1903.....	302093	40.00
Mar. 22, 1904.....	332221	50.00
June 15, 1905.....	332842	50.00
July 25, 1905.....	415586	40.00
June 6, 1906.....	416467	40.00
Total.....		375.00
ANNUITY ACCOUNT.		
Mar. 31, 1902, check.....		31.95
Dec. 5, 1902, check.....		31.95
Total.....		63.90
DEED ACCOUNT—HEIR OF MAH-AH-POM-AH.		
Feb. 13, 1904, cash.....		132.50
Total.....		132.50
Grand total.....		571.40

[36]

Statement of funds paid to Mah-quo-the-ek, Mexican Kickapoo allottee No. 217.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 30, 1904.....	331928	\$40.00
July 25, 1905.....	415576	40.00
June 28, 1906.....	416446	45.00
Nov. 8, 1906.....	416701	45.00
Total.....		170.00
DEED ACCOUNT—HEIR OF KE-SHE-SHE.		
Mar. 9, 1904, cash.....		338.67
AS HEIR OF TA-KA-QUA-THE.		
Dec. 21, 1906, cash.....		810.00
Total.....		1,148.67
ANNUITY ACCOUNT.		
Nov. 16, 1906, check.....		10.65
Nov. 14, 1906, warrant No. 13240 (Eagle Pass).....		292.66
Total.....		303.31
Grand total.....		1,621.98

[37]

Statement of funds paid to Mah-squa-ko, Mexican Kickapoo allottee No. 146.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 13, 1906.....	415780	\$30.00
July 6, 1906.....	416474	25.00
Nov. 7, 1906.....	416700	25.00
Total.....		80.00
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		31.95
Dec. 5, 1902, check.....		31.95
Nov. 14, 1906, warrant No. 13235 (Eagle Pass).....		260.71
Total.....		324.61
Grand total.....		404.61

[38]

Statement of funds paid to Mah-tep-me-a, Mexican Kickapoo allottee No. 240.

ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		\$10.65
Dec. 5, 1902, check.....		10.65
Nov. 14, 1906, warrant No. 13229 (Eagle Pass).....		260.71
Total.....		282.01

[39]

Statement of funds paid to Mah-tha-ko-tha, Mexican Kickapoo allottee No. 147.

ANNUITY ACCOUNT.		
Nov. 14, 1906, warrant No. 13231 (Eagle Pass).....		\$260.71
Total.....		260.71

[40]

Statement of funds paid to Ma-she-she, Mexican Kickapoo allottee No. 171.

ANNUITY ACCOUNT.

Mar. 21, 1902, check.....	\$47.93
Dec. 5, 1902, check.....	47.92
Nov. 16, 1903, check.....	47.92
Nov. 15, 1904, check.....	37.27
Apr. 23, 1907, warrant No. 17740.....	884.67
Total.....	<u>1,065.71</u>

DEED ACCOUNT—HEIR OF KA-SHA-PE.

Nov. 14, 1903, cash.....	1,340.00
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AS HEIR OF WE-SKO-PAH.

Nov. 14, 1903, cash.....	1,400.00
Total.....	<u>2,740.00</u>
Grand total.....	<u>\$2,805.71</u>

[41]

Statement of funds paid to Mat-tah-wah, Mexican Kickapoo allottee No. 209.

LEASE ACCOUNT.

1906.....	\$40.00
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DEED ACCOUNT—HEIR OF WAW-THES-KAH-MO-QUAH.

Apr. 27, 1907, check No. 204.....	459.73
Total.....	<u>459.73</u>

ANNUITY ACCOUNT.

Mar. 21, 1902, check.....	42.60
Dec. 5, 1902, check.....	42.60
Nov. 15, 1903, check.....	42.60
Nov. 14, 1906, warrant (Eagle Pass).....	542.72
Total.....	<u>670.52</u>
Grand total.....	<u>1,170.25</u>

[42]

Statement of funds paid to Mah-tush-qua, Mexican Kickapoo allottee No. 211.

ANNUITY ACCOUNT.

Nov. 14, 1906, warrant No. 13232 (Eagle Pass).....	\$271.36
Total.....	<u>271.36</u>

*\$1,000 mistake in this account.

[43]

Statement of funds paid to Mack Johnson, or Maw-ke-puck-e-the, Mexican Kickapoo allottee No. 66.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 5, 1903.....	331611	\$18. 75
Jan. 26, 1904.....	331996	18. 75
July 28, 1904.....	332214	65. 50
Feb. 10, 1905.....	332736	32. 75
Nov. 17, 1905.....	415707	32. 75
Jan. 23, 1906.....	415816	32. 75
Sept. 18, 1906.....	416686	32. 75
Total.....		234. 00
DEED ACCOUNT—HEIR OF OC-QUE-MAH-KO-THE.		
June 20, 1905, check.....		10. 00
Do.....		20. 00
Do.....		5. 00
Do.....		10. 00
Do.....		165. 00
July 20, 1905, check.....		8. 55
Do.....		1. 75
July 31, 1905, check.....		214. 22
Aug. 1, 1905, check.....		100. 00
Total.....		534. 52
Grand total.....		768. 52

[44]

Statement of funds paid to Stephen Mowhawk, Mexican Kickapoo allottee No. 235.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	99435	\$12. 50
Jan. 25, 1904.....	331891	62. 50
July 25, 1904.....	415587	187. 50
June 4, 1906.....	416441	62. 50
July 23, 1906.....	416526	62. 50
Total.....		387. 50

[45]

Statement of funds paid to Me-thup-pe-hah, Mexican Kickapoo allottee No. 27.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Feb. 20, 1902.....	133298	\$25. 00
Aug. 1, 1902.....	60840	52. 00
Jan. 26, 1903.....	276725	52. 00
Aug. 7, 1903.....	331623	27. 00
Aug. 7, 1903.....	331624	25. 00
July 11, 1904.....	332306	104. 00
Jan. 13, 1906.....	415777	27. 00
Aug. 2, 1906.....	416596	97. 50
Dec. 18, 1906.....	416714	32. 50
Total.....		442. 00

[46]

Statement of funds paid to Mi-e-nah, Mexican Kickapoo allottee No. 117.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Apr. 24, 1902.....	132143	\$10. 00
Aug. 1, 1902.....	60806	10. 00
Jan. 26, 1903.....	276743	10. 00
Aug. 3, 1903.....	331576	10. 00
Feb. 21, 1904.....	332185	10. 00
July 25, 1904.....	382187	10. 00
Jan. 10, 1905.....	382616	22. 50
July 25, 1905.....	382950	12. 89
July 30, 1906.....	416509	25. 00
Total.....		120. 00
DEED ACCOUNT—HEIR OF PEM-E-CHE-SHICK.		
Nov. 20, 1905, check.....		10. 00
Dec. 20, 1905, check.....		10. 00
Do.....		477. 55
June 20, 1906, check.....		3. 45
Mar. 20, 1906, check.....		1. 35
Total.....		502. 35
Grand total.....		622. 35

[47]

Statement of funds paid to Mut-twa-ah-quah, Mexican Kickapoo allottee No. 135.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Feb. 7, 1902.....	86141	\$8. 00
Aug. 1, 1902.....	276097	8. 00
Jan. 26, 1903.....	276736	8. 00
Aug. 3, 1903.....	331582	8. 00
May 11, 1904.....	332250	25. 00
July 6, 1904.....	382288	25. 00
Jan. 24, 1905.....	382687	25. 00
July 25, 1905.....	415564	25. 00
June 26, 1906.....	416447	25. 00
Aug. 4, 1906.....	416609	25. 00
May 1, 1906.....	529490	40. 00
Aug. 13, 1906.....	529609	40. 00
Total.....		262. 00
DEED ACCOUNT—HEIR OF KAH-KE-KA-THOCK.		
Aug. 4, 1903, cash.....		421. 66
Total.....		421. 66
Mar. 21, 1902, annuity acct. (Peacock share).....		10. 65
Grand total.....		604. 31

[48]

Statement of funds paid to Nah-me-pesh-gua, Mexican Kickapoo allottee No. 132.

ANNUITY ACCOUNT.

Nov. 14, 1906, warrant No. 13224 (Eagle Pass).....	\$271. 35
Total.....	271. 35

[49]

Statement of funds paid to Nah-nah-ehi-skin-no-quah, Mexican Kickapoo allottee No. 20.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99385	\$65.00
Feb. 14, 1902.....	133289	55.00
Aug. 1, 1902.....	73407	5.84
Do.....	276084	25.00
Jan. 30, 1906.....	276441	25.00
Do.....	276446	3.78
Do.....	276449	3.90
May 12, 1904.....	332253	50.00
Jan. 13, 1906.....	415766	25.00
July 6, 1906.....	416476	50.00
Total.....		308.50

[50]

Statement of funds paid to Na-mah-che-the-quah, Mexican Kickapoo allottee No. 160.

ANNUITY ACCOUNT.

Mch. 21, 1902, check.....	\$10.65
Dec. 5, 1902, check.....	10.65
Nov. 14, 1906, warrant No. 13253 (Eagle Pass).....	282.01
Total.....	303.31

[51]

Statement of funds paid to Na-mah-e-to, Mexican Kickapoo allottee No. 282.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 19, 1903.....	276340	\$25.00
Jan. 13, 1906.....	415781	100.00
July 6, 1906.....	416474	75.00
Total.....		200.00
ANNUITY ACCOUNT.		
Mch. 21, 1902, check.....		10.66
Dec. 5, 1902, check.....		10.66
Nov. 14, 1906, warrant No. 13250 (Eagle Pass).....		260.66
Total.....		281.98
Grand total.....		481.98

[52]

Statement of funds paid to Na-na-go-the, Mexican Kickapoo.

DEED ACCOUNT.

[As heir of Mah-ah-pom-ah.]

June 24, 1905, cash.....	\$132.50
Total.....	132.50

[53]

Statement of funds paid to Na-ni-to-ke, Mexican Kickapoo allottee No. 76.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	99436	\$6.25
Aug. 1, 1902.....	276088	6.25
Jan. 13, 1906.....	415760	19.25
July 6, 1906.....	416473	13.00
Total.....		44.75

[54]

Statement of funds paid to Ne-kah-no-pit, Mexican Kickapoo allottee No. 259.

ANNUITY ACCOUNT.

Mch. 21, 1902, check.....	\$21.30
Dec. 5, 1902, check.....	21.30
Nov. 14, 1906, warrant No. 13247 (Eagle Pass).....	260.71
Total.....	303.31

[55]

Statement of funds paid to Ne-pah-hah, Mexican Kickapoo allottee No. 244.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Febr. 7, 1902.....	86132	\$25.00
Aug. 1, 1902.....	276109	25.00
Jan. 29, 1903.....	276436	50.00
July 23, 1903.....	302122	50.00
Mar. 22, 1904.....	332220	50.00
Aug. 25, 1904.....	385289	50.00
Aug. 30, 1904.....	413665	100.00
July 23, 1906.....	416532	100.00
Total.....		450.00
DEED ACCOUNT—HEIR OF KAH-SKE-AH.		
Aug. 24, 1903, cash.....		851.00
AS HEIR OF KEN-NO-QUAH.		
Aug. 25, 1904, cash.....		450.50
Total.....		1,301.50
Grand total.....		1,751.50

[56]

Statement of funds paid to Hep-peth-she, Mexican Kickapoo allottee No. 127.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Sept. 13, 1902.....	276247	\$35.00
Jan. 27, 1903.....	276428	35.00
Febr. 29, 1904.....	332195	67.50
July 23, 1904.....	382182	67.50
May 20, 1905.....	382827	35.00
Total.....		240.00
DEED ACCOUNT—HEIR OF MAH-SHE-KAH-TAH-NO-QUAH.		
Dec. 10, 1903, cash.....		301.25
AS HEIR OF KEN-NO-QUAH.		
July 9, 1904, cash.....		450.50
Total.....		751.75
Grand total.....		991.75

[57]

Statement of funds paid to No-ten, Mexican Kickapoo allottee No. 112.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Feb. 7, 1902.....	86147	\$20.00
Do.....	86148	25.00
Aug. 5, 1902.....	276173	60.00
Aug. 18, 1902.....	276201	20.00
Jan. 27, 1903.....	276766	70.00
July 24, 1903.....	302128	20.00
Aug. 10, 1903.....	331639	60.00
July 6, 1903.....	332239	67.50
July 22, 190.....	382173	67.50
Jan. 13, 1906.....	415729	50.00
Do.....	415730	10.00
Total.....		470.00
DEED ACCOUNT—HEIR OF KEN-NO-QUA.		
July 9, 1904, cash.....		901.00
DEED ACCOUNT—HEIR OF PE-QUA-NAH-KETH-EH.		
Mar. 22, 1906, check.....		10.00
Apr. 20, 1906, check.....		10.00
May 20, 1906, check.....		10.00
June 15, 1906, check.....		10.00
July 20, 1906, check.....		10.00
Aug. 20, 1906, check.....		10.00
Sept. 20, 1906, check.....		10.00
Oct. 20, 1906, check.....		10.00
Nov. 20, 1906, check.....		10.00
Dec. 20, 1906, check.....		10.00
June 27, 1906, check.....		10.00
Aug. 20, 1906, check.....		10.00
Aug. 21, 1906, check.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Aug. 29, 1906, check.....		15.00
Aug. 30, 1906, check.....		30.00
Sept. 10, 1906, check.....		25.00
Do.....		25.00
Do.....		121.56
Sept. 28, 1906, check.....		1.22
Total.....		1,298.78
Grand total.....		1,798.78

[58]

Statement of funds paid to O-kah-ne-tep, Mexican Kickapoo.

DEED ACCOUNT.

(As heir of Cat.)

July 2, 1904, cash.....	\$325.00
Total.....	325.00

[59]

Statement of funds paid to O-ke-mah, Mexican Kickapoo allottee No. 270.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
May 31, 1902.....	229025	\$138.00
Nov. 23, 1902.....	276275	58.75
Apr. 13, 1903.....	362022	98.75
Aug. 23, 1903.....	331692	75.75
Sept. 9, 1903.....	331746	40.00
Jan. 29, 1904.....	331918	23.75
Feb. 22, 1904.....	332189	40.00
June 15, 1905.....	382834	48.00
July 26, 1906.....	415574	16.00
Do.....	415566	71.25
Total.....		610.25
DEED ACCOUNT—HEIR OF KE-SHE-SHE.		
Mar. 9, 1904, cash.....		338.66
DEED ACCOUNT—HEIR OF NA-KAH-PI-AH.		
Mar. 9, 1904, cash.....		1,202.00
Total.....		1,540.66
ANNUITY ACCOUNT.		
Nov. 14, 1906, warrant No. 14206 (Eagle Pass).....		806.36
Total.....		806.36
Grand total.....		2,957.27

[60]

Statement of funds paid to Oque-mah-ah-then, Mexican Kickapoo allottee No. 43.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	86738	\$12.50
Do.....	86739	15.00
Do.....	86740	40.00
Aug. 1, 1902.....	60798	27.50
Jan. 26, 1903.....	276416	27.50
Oct. 10, 1903.....	331732	15.00
Febr. 1, 1904.....	331935	15.00
Oct. 7, 1904.....	382314	15.00
Jan. 18, 1905.....	382661	15.00
July 6, 1906.....	416478	30.00
Total.....		212.50
DEED ACCOUNT—HEIR OF NET-TAH-KO-EH-QUAH.		
Dec. 22, 1904, check.....		10.00
Jan. 18, 1905, check.....		35.00
Jan. 26, 1905, check.....		10.00
Febr. 20, 1905, check.....		10.00
Mar. 20, 1905, check.....		10.00
Apr. 20, 1905, check.....		10.00
Total.....		85.00
Grand total.....		297.50

[61]

Statement of funds paid to Pah-e-nah, Mexican Kickapoo allottee No. 248.

LEASE ACCOUNT.

July 6, 1906, check No. 416486.....	\$50.00
Total.....	50.00

DEED ACCOUNT—HEIR OF WESH-QUE-KEM-NOCK, AND NAH-SOP-PE.

Nov. 20, 1905, check.....	10.00
Dec. 20, 1905, check.....	10.00
Total.....	20.00

ANNUITY ACCOUNT.

Mch. 21, 1902, check.....	10.65
Dec. 5, 1902, check.....	10.65
Nov. 14, 1906, warrant No. 13241 (Eagle Pass).....	260.71
Total.....	282.01
Grand total.....	352.01

[62]

Statement of funds paid to Pah-ko-ne, Mexican Kickapoo allottee No. 281.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	86734	\$25.00
Jan. 19, 1903.....	276339	25.00
Jan. 13, 1906.....	415753	125.00
July 6, 1906.....	418480	75.00
Total.....		250.00

[63]

Statement of funds paid to Pah-ko-ne, Mexican Kickapoo allottee No. 283.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 5, 1902.....	276133	\$10.00
Jan. 27, 1903.....	276425	10.00
Aug. 10, 1903.....	331642	10.09
July 26, 1905.....	415571	30.00
Total.....		60.00
DEED ACCOUNT—HEIR OF KAH-KE-KA-THOCK.		
Aug. 4, 1903, cash.....		421.67
Total.....		421.67
ANNUITY ACCOUNT.		
Mch. 21, 1902, check.....		10.65
Dec. 5, 1902, check.....		10.65
Nov. 14, 1906, warrant No. 13211 (Eagle Pass).....		260.66
Total.....		281.96
Grand total.....		763.63

[64]

Statement of funds paid to Pah-ko-tah, Mexican Kickapoo allottee No. 237.

LEASE ACCOUNT.

Jan. 12, 1906, check No. 415785.....	\$37.50
Total	37.50

ANNUITY ACCOUNT.

Mar. 21, 1902, check.....	31.95
Dec. 5, 1902, check.....	21.30
Nov. 14, 1906, warrant No. 13242 (Eagle Pass).....	260.71
Total	313.96
Grand total	351.46

[65]

Statement of funds paid to Pah-nah-kah-tho, Mexican Kickapoo allottee No. 220.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 1, 1902.....	60789	\$20.00
Jan. 29, 1903.....	276770	20.00
Febr. 23, 1903.....	301969	20.00
July 23, 1903.....	302121	20.00
Febr. 5, 1904.....	332157	20.00
Oct. 10, 1904.....	382319	20.00
July 25, 1905.....	415574	40.00
July 6, 1906.....	416483	50.00
Total		210.00
ANNUITY ACCOUNT.		
Nov. 14, 1906, warrant No. 13245 (Eagle Pass).....		271.35
Total		271.35
Grand total		481.35

[66]

Statement of funds paid to Pah-nah-keth-tho, Mexican Kickapoo Allottee No. 7.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99430	\$21.25
Aug. 1, 1902.....	60803	21.25
Jan. 26, 1903.....	276408	121.25
July 21, 1903.....	302097	100.00
Febr. 5, 1904.....	332158	100.00
July 22, 1904.....	382176	100.00
July 6, 1906.....	416482	300.00
Oct. 1, 1906.....	416694	100.00
Total		863.75
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		10.65
Dec. 5, 1902, check.....		10.65
Nov. 15, 1904, check.....		10.65
Nov. 14, 1906, warrant No. 13211 (Eagle Pass).....		260.66
Total		292.61
Grand Total		1,156.36

[67]

Statement of funds paid to Pah-pah-me-na-ko-the, Mexican Kickapoo allottee No. 247.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 1, 1902.....	276058	\$8.24
Sept. 10, 1902.....	276245	7.50
Jan. 27, 1903.....	276435	72.50
Aug. 5, 1903.....	331002	72.50
Jan. 26, 1904.....	331986	122.50
July 20, 1904.....	332165	50.00
July 23, 1904.....	332181	50.00
Febr. 28, 1905.....	332789	50.00
Mch. 1, 1905.....	332770	65.00
Aug. 4, 1905.....	415636	50.00
July 6, 1906.....	416435	50.00
Aug. 26, 1907.....	529696	81.11
Total		709.45
DEED ACCOUNT—HEIR OF CHUCK-KE-QUA-AH-THE.		
Aug. 3, 1903, cash.....		2,888.00
Total		2,888.00
ANNUITY ACCOUNT.		
Mch. 21, 1902, check.....		53.25
Dec. 5, 1902, check.....		53.25
Nov. 16, 1903, check.....		10.65
Nov. 15, 1904, check.....		10.65
Nov. 14, 1906, warrant No. 13221 (Eagle Pass).....		282.01
Total		409.81
Grand total		4,007.26

[68]

Statement of funds paid to Pah-pah-thah-peah, Mexican Kickapoo Allottee No. 64.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	86095	\$7.50
Aug. 1, 1902.....	276081	15.00
Jan. 26, 1903.....	276387	15.00
Aug. 1, 1903.....	331596	15.00
May 23, 1904.....	332243	30.00
July 25, 1904.....	332185	15.00
June 15, 1905.....	332332	15.00
Jan. 13, 1906.....	415754	15.00
Total		127.50

[69]

Statement of funds paid to Pah-pe-ah-she, Mexican Kickapoo allottee No. 218.

LEASE ACCOUNT.		
Jan. 13, 1906, check No. 415786.....		\$50.00
Total		50.00
ANNUITY ACCOUNT.		
Nov. 14, 1906, warrant No. 13225 (Eagle Pass).....		280.71
Total		280.71
Grand total		310.71

[70]

Statement of funds paid to Pah-pa-ach, Mexican Kickapoo allottee No. 189.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	86103	\$12.50
Aug. 1, 1902.....	276069	15.00
Jan. 27, 1903.....	276429	15.00
July 24, 1903.....	302132	15.00
Jan. 30, 1904.....	331929	15.00
Aug. 20, 1904.....	382272	7.50
June 15, 1905.....	382847	7.50
July 25, 1905.....	415572	7.50
Aug. 3, 1905.....	415635	15.00
Total.....		110.00
DEED ACCOUNT—HEIR OF KE-SHE-SHE.		
Mich. 9, 1904, cash.....		112.89
AS HEIR OF TA-KA-QUA-THE.		
Dec. 21, 1903, cash.....		810.00
Total.....		922.89
ANNUITY ACCOUNT.		
Mich. 21, 1902, check.....		21.36
Dec. 5, 1902, check.....		21.20
Nov. 16, 1903, check.....		21.30
Nov. 14, 1906, warrant No. 14207 (Eagle Pass).....		283.36
Total.....		347.26
Grand total.....		1,380.15

[71]

*Statement of funds paid to Pa-kah-tuck, Mexican Kickapoo allottee No. 274.***ANNUITY ACCOUNT.**

Nov. 14, 1906, warrant No. 13227 (Eagle Pass).....	\$260.67
Total.....	260.67

[72]

*Statement of funds paid to Paw-kaw-kah, Mexican Kickapoo allottee No. 205.***LEASE ACCOUNT.**

July 25, 1905, check No. 415577.....	\$75.00
Total.....	75.00

ANNUITY ACCOUNT.

Nov. 14, 1903, warrant No. 13218 (Eagle Pass).....	314.31
Total.....	314.31

DEED ACCOUNT—HEIR OF WASH-SHE-SHONE.

June 15, 1905, check.....	10.00
July 20, 1905, check.....	10.00
Aug. 20, 1905, check.....	10.00
Sept. 20, 1905, check.....	10.00
Oct. 20, 1905, check.....	10.00
Nov. 20, 1905, check.....	10.00
Dec. 20, 1905, check.....	10.00
Total.....	70.00
Grand total.....	450.31

[73]

Statement of funds paid to John Pecan, Absentee Shawnee allottee No. 486.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 29, 1904.....	331907	\$12.50
July 14, 1904.....	332336	12.50
Jan. 11, 1905.....	382630	12.50
July 15, 1905.....	382911	12.50
Total.....		50.00

[74]

Statement of funds paid to Peck-ke-ah-peah, Mexican Kickapoo allottee No. 65.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99300	\$20.00
Jan. 31, 1902.....	86099	20.00
Aug. 1, 1902.....	276092	25.00
Jan. 26, 1903.....	276396	25.00
Aug. 4, 1903.....	331599	25.00
May 28, 1904.....	332244	25.00
Aug. 15, 1904.....	382263	25.00
July 28, 1905.....	415569	25.00
Total.....		190.00

[75]

Statement of funds paid to Peh-e-tum-wah, Mexican Kickapoo allottee No. 276.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 26, 1902.....	132144	\$17.50
Aug. 1, 1902.....	60850	17.50
Jan. 26, 1903.....	276420	17.50
Aug. 26, 1903.....	331691	17.50
Jan. 13, 1906.....	415782	25.00
July 6, 1906.....	416481	55.00
Total.....		160.00
DEED ACCOUNT—HEIR OF MA-TIN-A-YA.		
Nov. 20, 1905, check.....		10.00
Dec. 20, 1905, check.....		10.00
Sept. 3, 1906, check.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Total.....		100.00
Grand total.....		260.00

[76]

Statement of funds paid to Pem-me-pah-hone-mah, Mexican Kickapoo allottee No. 84.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	86110	\$25. 00
Aug. 9, 1902.....	276171	25. 00
Jan. 27, 1903.....	276431	35. 00
July 24, 1903.....	302129	35. 00
Jan. 18, 1904.....	331839	35. 00
Jan. 12, 1904.....	332326	35. 00
Jan. 20, 1905.....	382673	35. 00
July 18, 1905.....	382927	35. 00
Mar. 1, 1906.....	415917	40. 00
Aug. 7, 1906.....	416624	40. 00
Total.....		340. 00

[77]

Statement of funds paid to Mary Pene-tho, Kansas Kickapoo Indian.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Febr. 21, 1902.....	102104	\$43. 75
Apr. 29, 1902.....	228999	18. 75
Do.....	229003	6. 25
Aug. 11, 1902.....	276168	43. 75
Aug. 20, 1902.....	276213	25. 00
Jan. 26, 1903.....	276392	43. 75
Jan. 26, 1903.....	276393	6. 25
Febr. 17, 1903.....	301953	37. 50
July 25, 1903.....	302144	43. 75
Aug. 28, 1903.....	331697	36. 37
Total.....		305. 12
DEED ACCOUNT—HEIR OF PAH-PE-SHICK, ALLOTTEE NO. 267.		
Jan. 12, 1904, cash.....		9,698. 34
Febr. 9, 1904, cash.....		1,538. 39
Total.....		11,236. 73
ANNUITY ACCOUNT.		
July 24, 1903, check.....		10. 65
Grand total.....		11,552. 50

[78]

Statement of funds paid to Pe-gua, Mexican Kickapoo allottee No. 221.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Febr. 14, 1902.....	133294	\$100.00
Febr. 7, 1902.....	86145	37.50
Aug. 1, 1902.....	60790	62.50
Jan. 27, 1903.....	276769	87.50
Aug. 25, 1903.....	331690	62.50
Mar. 4, 1904.....	332200	25.00
June 26, 1906.....	416448	13.75
Total.....		388.75
DEED ACCOUNT—HEIR OF MEN-NO-MA-NE-QUAH.		
Oct. 14, 1903, cash.....		2,800.00
Total.....		2,800.00
DEED ACCOUNT—HEIR OF WAH-PAH-NO-SHA-QUA.		
June 15, 1905, check.....		10.00
July 20, 1905, check.....		10.00
Aug. 23, 1905, check.....		89.75
Do.....		40.00
Sept. 20, 1905, check.....		10.00
Oct. 20, 1905, check.....		10.00
Nov. 20, 1905, check.....		10.00
Dec. 20, 1905, check.....		10.00
Jan. 6, 1906, check.....		100.00
Do.....		100.00
Mch. 13, 1907, check.....		100.00
Apr. 30, 1907, check.....		10.00
Do.....		10.00
Oct. 18, 1907, check.....		100.00
Total.....		609.75
ANNUITY ACCOUNT.		
Nov. 14, 1905, warrant No. 13230 (Eagle Pass).....		356.56
Total.....		356.56
Grand total.....		4,155.06

[79]

Statement of funds paid to Pes-ko-nah-ah, Mexican Kickapoo allottee No. 99.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 22, 1904.....	382282	\$65.00
Do.....	382285	23.34
Jan. 10, 1905.....	382609	45.00
July 25, 1905.....	415584	12.50
Do.....	415585	32.50
Jan. 13, 1906.....	415778	32.50
Total.....		215.84
DEED ACCOUNT—HEIR OF PEN-NE-THAT.		
Aug. 20, 1905, check.....		10.00
Sept. 20, 1905, check.....		10.00
Oct. 20, 1905, check.....		10.00
Nov. 20, 1905, check.....		10.00
Dec. 20, 1905, check.....		10.00
Dec. 3, 1906, check.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		10.00
Do.....		7.79
Total.....		117.79
Grand total.....		333.63

[80]

Statement of funds paid to Pum-y-tum-moke, Mexican Kickapoo allottee No. 238.

LEASE ACCOUNT.

Jan. 13, 1906, check No. 415784.....	\$37.50
Total.....	37.50

DEED ACCOUNT—HEIR OF NET-TAH-KO-EH-QUAH.

June 15, 1905, check.....	10.00
Oct. 20, 1905, check.....	10.00
Nov. 20, 1905, check.....	10.00
Dec. 20, 1905, check.....	10.00
Total.....	40.00

ANNUITY ACCOUNT.

Nov. 14, 1906, warrant No. 13243 (Eagle Pass).....	260.71
Total.....	260.71
Grand total.....	338.21

[81]

Statement of funds paid to Qua-to-quah, Mexican Kickapoo allottee No. 89.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 7, 1902.....	86691	\$6.25
Jan. 31, 1902.....	86109	25.00
Jan. 24, 1902.....	86743	6.25
May 29, 1902.....	228024	6.25
Aug. 1, 1902.....	276099	6.25
Do.....	60807	31.25
Jan. 26, 1903.....	276727	31.25
Mch. 28, 1903.....	302003	6.25
July 20, 1903.....	302086	25.00
Mch. 23, 1904.....	332226	25.00
Jan. 13, 1906.....	415784	40.00
Nov. 7, 1906.....	416700	10.00
Total.....		218.75
DEED ACCOUNT—HEIR OF MUT-TAH-TUM-AH.		
Oct. 20, 1905, check.....		10.00
Nov. 20, 1905, check.....		10.00
Dec. 20, 1905, check.....		10.00
Total.....		30.00
ANNUITY ACCOUNT.		
Mch. 21, 1902, check.....		42.60
Dec. 5, 1902, check.....		42.60
Nov. 16, 1903, check.....		42.60
Nov. 14, 1906, warrant No. 13212 (Eagle Pass).....		1,074.75
Total.....		1,202.55
Grand total.....		1,451.30

[82]

Statement of funds paid to Shawnee Doctor, Absentee Shawnee No. 463.

DEED ACCOUNT.

Dec. 20, 1905.....	\$10.00
Febr. 23, 1907.....	606.32
Total.....	616.32

[83]

Statement of funds paid to Ske-nah-tho-pe, Mexican Kickapoo allottee No. 144.

ANNUITY ACCOUNT.

Mch. 21, 1902, check.....	\$10.65
Dec. 5, 1902, check.....	10.65
Nov. 14, 1906, warrant No. 13239 (Eagle Pass).....	232.00
Total.....	303.30

[84]

Statement of funds paid to Tah-nah-ke, Mexican Kickapoo allottee No. 152.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99394	\$15.00
Do.....	99594	3.75
Do.....	99393	5.00
Aug. 1, 1902.....	60779	5.00
Do.....	60777	30.00
Do.....	60781	3.75
Jan. 26, 1903.....	276337	38.75
Feb. 26, 1903.....	301976	27.50
Aug. 13, 1903.....	331664	30.00
May 14, 1904.....	332250	30.00
Aug. 5, 1904.....	332226	30.00
April 28, 1906.....	416429	3.75
Total.....		222.50
DEED ACCOUNT—HEIR OF PA-NAH-WAH.		
Jan. 27, 1905, check.....		10.00
Feb. 20, 1905, check.....		10.00
March 20, 1905, check.....		10.00
April 2, 1905, check.....		30.00
April 20, 1905, check.....		10.00
June 15, 1905, check.....		10.00
July 20, 1905, check.....		5.00
Do.....		5.00
Aug. 22, 1905, check.....		10.00
Sept. 20, 1905, check.....		10.00
Oct. 20, 1905, check.....		10.00
Nov. 20, 1905, check.....		10.00
Dec. 20, 1905, check.....		3.33
Total.....		133.33
HEIR OF KEN-O-CHE.		
Aug. 31, 1903, cash.....		760.00
HEIR OF WAW-PAH-MAH-SHA-WAH.		
Sept. 22, 1903, cash.....		600.00
HEIR OF ISAAC M'CAN.		
Sept. 22, 1903, cash.....		615.00
Total.....		1,975.00
ANNUITY ACCOUNT.		
March 21, 1902, check.....		21.30
Dec. 5, 1902, check.....		21.31
March 15, 1904, check.....		21.30
May 15, 1907, check.....		246.72
Total.....		310.63
Grand total.....		2,641.46

[85]

Statement of funds paid to Tah-nah-ke-ah, Mexican Kickapoo allottee No. 262.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Mar. 23, 1904.....	332227	\$15. 00
Aug. 20, 1904.....	332273	15. 00
July 15, 1905.....	415565	50. 00
July 6, 1906.....	416488	25. 00
Total.....		105. 00
DEED ACCOUNT—HEIR OF PAH-PE-QUAH.		
Nov. 23, 1903, cash.....		667. 34
AS HEIR OF KAH-SKO-KAH-ME.		
Nov. 12, 1903, cash.....		368. 00
Total.....		1,035. 34
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		12. 78
Dec. 5, 1902, check.....		12. 78
Nov. 16, 1903, check.....		13. 32
Nov. 14, 1906, warrant No. 14210 (Eagle Pass).....		366. 99
Total.....		405. 87
Grand total.....		1,546. 21

[86]

Statement of funds paid to Tah-pah-seah, Mexican Kickapoo allottee No. 241.

ANNUITY ACCOUNT.

Mar. 21, 1902, check.....	\$10. 65
Dec. 5, 1902, check.....	10. 65
Nov. 14, 1906, warrant No. 13249 (Eagle Pass).....	260. 71
Total.....	282. 01

[87]

Statement of funds paid to Tah-pah-she, Mexican Kickapoo allottee No. 12.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99432	\$17. 50
Aug. 5, 1902.....	276134	17. 50
Feb. 1, 1903.....	276792	100. 00
July 25, 1903.....	302146	100. 00
Mar. 23, 1904.....	332223	100. 00
Mar. 28, 1904.....	332233	20. 00
Apr. 2, 1904.....	332234	20. 00
Jan. 13, 1906.....	415762	100. 00
July 6, 1906.....	416487	200. 00
Nov. 7, 1906.....	416700	100. 00
Total.....		775. 00
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		10. 65
Dec. 5, 1902, check.....		10. 65
Nov. 14, 1906, warrant No. 13217 (Eagle Pass).....		282. 00
Total.....		303. 30
Grand total.....		1,078. 30

[88]

Statement of funds paid to Tah-pah-the-a, Mexican Kickapoo allottee No. 241.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 13, 1906.....	415758	\$50.00
Total.....		50.00

[89]

Statement of funds paid to Ta-pa-hah, Mexican Kickapoo Allottee No. 78.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 1, 1902.....	60835	\$10.00
Jan. 26, 1903.....	276739	10.00
July 21, 1903.....	302091	10.00
Jan. 13, 1906.....	415759	20.00
Total.....		50.00
ANNUITY ACCOUNT.		
Mch. 21, 1902, check.....		10.65
Dec. 5, 1902, check.....		10.65
Nov. 14, 1906, warrant No. 13252 (Eagle Pass).....		282.00
Total.....		303.30
Grand total.....		353.30

[90]

Statement of funds paid to Thi-the-qua, Mexican Kickapoo allottee No. 271.

ANNUITY ACCOUNT.

Nov. 14, 1906, warrant No. 13254 (Eagle Pass).....	\$260.67
Total.....	260.67

[91]

Statement of funds paid to Tho-kah-qua-muck, Mexican Kickapoo allottee No. 272.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Nov. 28, 1902.....	276273	\$40.00
Apr. 13, 1903.....	302024	20.00
Aug. 25, 1903.....	331694	20.00
Jan. 27, 1904.....	331916	20.00
Total.....		100.00

[92]

Statement of funds paid to Tuck-kum me, Mexican Kickapoo allottee No. 100.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 22, 1904.....	382283	\$28.33
Do.....	382281	45.00
Jan. 10, 1905.....	382611	22.50
Do.....	382609	35.00
July 25, 1905.....	415581	22.50
Do.....	415582	22.50
June 27, 1906.....	416449	22.50
Sept. 24, 1906.....	416691	35.00
Total.....		223.33
DEED ACCOUNT—HEIR OF PEN-NE-THAT.		
Mch. 20, 1905, check.....		10.00
Apr. 20, 1905, check.....		10.00
June 15, 1905, check.....		10.00
July 20, 1905, check.....		10.00
Sept. 20, 1905, check.....		10.00
Oct. 20, 1905, check.....		10.00
Dec. 20, 1905, check.....		4.00
Sept. 25, 1906, check.....		35.94
Sept. 27, 1906, check.....		10.00
Sept. 29, 1906, check.....		10.00
Sept. 11, 1906, check.....		8.24
Total.....		128.18
Grand total.....		351.51

[93]

Statement of funds paid to Wah-ko-quah, Mexican Kickapoo allottee No. 93.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99433	\$10.00
Do.....	99434	15.00
Aug. 11, 1902.....	276165	25.00
Jan. 26, 1903.....	276745	25.00
Apr. 2, 1903.....	302017	20.00
Oct. 10, 1903.....	231734	20.00
May 8, 1905.....	382825	60.00
Aug. 22, 1905.....	415660	20.00
Nov. 7, 1905.....	416700	30.00
Total.....		225.00
DEED ACCOUNT—HEIR OF WAH-SHE-KAH-TAH-NO-QUAH.		
Dec. 10, 1903, cash.....		301.25
Total.....		301.25
Grand total.....		526.25

[94]

Statement of funds paid to Wah-nah-ke-tha-hah, Mexican Kickapoo allottee No. 250.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	99448	\$40. 00
Feb. 25, 1902.....	132111	3. 33
Aug. 1, 1902.....	60794	43. 34
Jan. 30, 1903.....	276783	43. 33
Feb. 5, 1904.....	332156	86. 67
Feb. 11, 1904.....	332169	56. 67
Aug. 22, 1904.....	382278	100. 00
Aug. 27, 1904.....	382292	130. 00
Total.....		503. 34
ANNUITY ACCOUNT.		
Mch. 21, 1902, check.....		10. 65
Dec. 5, 1902, check.....		10. 65
Nov. 14, 1906, warrant No. 13246 (Eagle Pass).....		282. 00
Total.....		303. 30
Grand total.....		806. 64

[95]

Statement of funds paid to Wah-pah-ho-ko, Mexican Kickapoo allottee No. 210.

ANNUITY ACCOUNT.

Nov. 14, 1906, warrant No. 13248 (Eagle Pass).....	\$271. 36
Total.....	271. 36

[96]

Statement of funds paid to Waw-pah-sose, Mexican Kickapoo allottee No. 21.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99384	\$45. 00
Aug. 1, 1902.....	60614	45. 00
Jan. 30, 1903.....	276439	45. 00
July 24, 1903.....	30133	45. 00
May 12, 1904.....	332256	45. 00
Aug. 22, 1904.....	382279	45. 00
Mar. 1, 1905.....	382771	135. 00
July 6, 1905.....	416494	45. 00
Total.....		450. 00

[97]

Statement of funds paid to Wah-paw-che-quah, Mexican Kickapoo allottee No. 31.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	86101	\$25. 00
Do.....	86111	20. 00
Aug. 1, 1902.....	276080	50. 00
Jan. 26, 1903.....	276414	25. 00
Aug. 5, 1903.....	331607	25. 00
June 15, 1905.....	382831	100. 00
Jan. 13, 1906.....	415756	25. 00
Aug. 26, 1907.....	529696	45. 00
Total.....		315. 00
DEED ACCOUNT—HEIR OF JOSEPH JOHNSON.		
Aug. 22, 1903, cash.....		1, 128. 00
Total.....		1, 128. 00
Grand total.....		1, 443. 00

[98]

Statement of funds paid to Wah-pe-che-quah, Mexican Kickapoo allottee No. 280.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	86735	\$50. 00
Do.....	86736	50. 00
Jan. 31, 1902.....	86097	25. 00
Aug. 1, 1902.....	60810	100. 00
Do.....	276083	60. 00
Jan. 15, 1903.....	276338	100. 00
Febr. 1, 1903.....	276791	10. 00
July 25, 1903.....	302149	10. 00
Aug. 12, 1903.....	331651	100. 00
Jan. 13, 1906.....	415747	100. 00
Do.....	415748	52. 50
May 15, 1906.....	529508	45. 00
Total.....		702. 50
DEED ACCOUNT—HEIR OF NO-AH-KA-QUAH.		
Aug. 12, 1903, cash.....		3, 250. 00
Total.....		3, 250. 00
ANNUITY ACCOUNT.		
Mch. 21, 1902, check.....		42. 64
Dec. 5, 1902, check.....		42. 64
Nov. 4, 1906, warrant No. 13251 (Eagle Pass).....		782. 08
Total.....		867. 36
Grand total.....		4, 819. 86

[99]

Statement of funds paid to Wah-pe-ke-che, Mexican Kickapoo allottee No. 263.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 11, 1902.....	276166	\$25. 00
Jan. 26, 1903.....	276723	25. 00
July 24, 1903.....	302130	25. 00
Jan. 18, 1904.....	331826	25. 00
July 12, 1904.....	332327	25. 00
June 25, 1906.....	416444	25. 00
May 1, 1907.....	529494	137. 50
Aug. 1, 1907.....	529580	137. 50
Total.....		425. 00
DEED ACCOUNT—HEIR OF NET-TAH-KO-EH-QUAH.		
June 15, 1905, check.....		10. 00
Aug. 23, 1905, check.....		32. 50
Nov. 20, 1905, check.....		10. 00
Dec. 20, 1905, check.....		10. 00
Sept. 3, 1906, check.....		10. 00
Do.....		10. 00
Do.....		5. 20
Total.....		87. 70
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		10. 65
Dec. 5, 1902, check.....		10. 65
Nov. 16, 1903, check.....		10. 65
Apr. 3, 1907, warrant No. 17728 (Eagle Pass).....		275. 53
Total.....		307. 48
DEED ACCOUNT—HEIR OF PAH-PE-QUAH.		
Dec. 1, 1903, cash.....		444. 88
AS HEIR OF KAH-SKO-KAH-ME.		
Dec. 1, 1903, cash.....		245. 34
Total.....		690. 22
Grand total.....		1,510. 40

[100]

Statement of funds paid to Wah-puck-we-che, Mexican Kickapoo allottee No. 225.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	99425	\$30. 00
Do.....	99426	6. 25
Aug. 1, 1902.....	80844	15. 00
Do.....	60785	40. 00
Do.....	276083	10. 00
Mar. 17, 1903.....	301980	15. 00
Jan. 26, 1903.....	276400	10. 00
Oct. 9, 1903.....	331731	25. 00
Feb. 5, 1904.....	332155	45. 00
Mar. 1, 1904.....	332196	10. 00
Sept. 15, 1904.....	382307	50. 00
July 6, 1906.....	416492	35. 00
Total.....		271. 25
DEED ACCOUNT—HEIR OF KO-TUCK-CHE-MAH-QUAH.		
Cash.....		980. 00
AS HEIR OF EDWIN PENSONEAU.		
Cash.....		880. 00
Total.....		1,860. 00
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		21. 30
Dec. 5, 1902, check.....		21. 30
Nov. 14, 1906, warrant No. 13222 (Eagle Pass).....		282. 00
Total.....		324. 60
Grand total.....		2,455. 85

[101]

Statement of funds paid to Wah-sko-tah, Mexican Kickapoo allottee No. 145.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 7, 1902.....	86690	\$18.75
Jan. 24, 1902.....	99427	18.75
Do.....	99428	25.00
Aug. 1, 1902.....	60822	68.75
Aug. 5, 1902.....	276135	25.00
Jan. 26, 1903.....	276741	43.75
Feb. 11, 1903.....	276839	50.00
Feb. 17, 1903.....	301952	25.00
July 27, 1903.....	331563	25.00
Aug. 3, 1903.....	331594	25.00
Aug. 24, 1903.....	331689	50.00
Mar. 26, 1904.....	332229	25.00
Apr. 12, 1904.....	332235	50.00
July 6, 1904.....	416489	200.00
Total.....		650.00
DEED ACCOUNT—HEIR OF KAH-KAH-TO-THAH.		
Feb. 28, 1906, check.....		65.00
Oct. 10, 1907, check.....		320.00
Oct. 28, 1907, check.....		20.00
Nov. 7, 1907, check.....		15.00
Total.....		420.00
DEED ACCOUNT—HEIR OF MAH-NE-KAH-POCK.		
Aug. 10, 1903, cash.....		1,604.00
Total.....		1,604.00
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		10.65
Dec. 5, 1902, check.....		10.65
Nov. 14, 1906, warrant No. 13219 (Eagle Pass).....		521.41
Total.....		542.71
Grand total.....		3,216.71

[102]

*Statement of funds paid to Wah-tha-pe-quah, Mexican Kickapoo.***DEED ACCOUNT.**

[As heir of Ma-tin-a-ya.]

Nov. 20, 1905, check.....	\$10.00
Dec. 20, 1905, check.....	10.00

[As heir of Ke-ah-quah-huck.]

Mar. 9, 1904, cash.....	6,288.88
Total.....	6,308.88

[103]

Statement of funds paid to Wah-theck-to-na-hah, Mexican Kickapoo allottee No. 67.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Apr. 29, 1902.....	229012	\$18.75
Do.....	229011	4.17
Aug. 1, 1902.....	60805	37.50
Aug. 16, 1902.....	276198	18.75
Aug. 26, 1902.....	276227	6.25
Jan. 26, 1903.....	276418	37.50
Feb. 20, 1903.....	301958	18.75
Do.....	301960	6.25
Aug. 11, 1903.....	331648	37.50
Aug. 12, 1903.....	331652	14.73
Jan. 18, 1904.....	331843	75.00
Oct. 10, 1904.....	382316	37.50
Jan. 26, 1905.....	382693	37.50
Jan. 13, 1906.....	415752	37.50
Sept. 24, 1906.....	416693	75.00
Oct. 1, 1906.....	416695	75.00
Total.....		537.65
DEED ACCOUNT—PAID TO WILLARD JOHNSTON, LEGAL GUARDIAN.		
[As heir of Pah-pe-shick.]		
Dec. 4, 1903, cash.....		4,216.68
[As heir of Me-thah-pe-quah.]		
June 1, 1904, cash.....		406.00
Total.....		4,622.68
Grand total.....		5,160.33

[104]

Statement of funds paid to Wah-we-ah, Mexican Kickapoo allottee No. 163.

ANNUITY ACCOUNT.

Nov. 14, 1906, warrant No. 13288 (Eagle Pass).....	\$347.61
Total.....	347.61

[105]

Statement of funds paid to We-ah-che-kah, Mexican Kickapoo allottee No. 47.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 24, 1902.....	86741	\$18.25
Do.....	86742	12.50
Mar. 15, 1902.....	132128	8.33
Apr. 29, 1902.....	229000	18.75
Aug. 1, 1902.....	6774	300.00
Sept. 12, 1902.....	416249	25.00
Jan. 26, 1903.....	276407	150.00
Feb. 20, 1903.....	301959	18.75
Jan. 26, 1903.....	276778	6.25
July 25, 1903.....	331554	150.00
Aug. 13, 1903.....	331659	36.40
Feb. 5, 1904.....	332154	87.50
June 15, 1905.....	382844	150.00
Aug. 5, 1905.....	415641	87.50
July 8, 1906.....	416493	37.50
May 4, 1907.....	529472	37.50
Total.....		1,144.23
DEED ACCOUNT—HEIR OF PAH-PE-SHICK.		
Dec. 9, 1903, cash.....		7,168.34
Feb. 9, 1904, cash.....		1,137.16
AS HEIR OF ME-THA-PE-QUAH.		
June 1, 1904, cash.....		406.00
Total.....		8,711.50
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		31.95
Dec. 5, 1902, check.....		31.95
Nov. 16, 1903, check.....		31.95
Nov. 14, 1906, warrant No. 14211 (Eagle Pass).....		534.05
Total.....		629.90
Grand total.....		10,485.53

[106]

Statement of funds paid to We-hah-ni-hah, Mexican Kickapoo allottee No. 114.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Jan. 31, 1902.....	86108	\$10.00
Mar. 24, 1902.....	132136	10.00
Aug. 1, 1902.....	276053	10.00
Aug. 18, 1903.....	276200	10.00
Jan. 27, 1903.....	276765	10.00
May 22, 1903.....	302038	12.50
Aug. 7, 1903.....	331625	10.00
Aug. 18, 1903.....	331675	12.50
Jan. 13, 1906.....	415757	25.00
Dec. 6, 1906.....	416707	12.50
Aug. 26, 1906.....	529696	12.50
Total.....		135.00
DEED ACCOUNT—HEIR OF PE-QUA-NAH-KETH-EH.		
Feb. 21, 1905, cert. of deposit.....		386.66
Total.....		386.66
Grand total.....		521.66

[107]

Statement of funds paid to We-sko-peth-o-que, Mexican Kickapoo allottee No. 87.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Aug. 3, 1903.....	331578	\$25. 00
Aug. 5, 1904.....	382224	25. 00
Jan. 13, 1906.....	415749	5. 00
Do.....	415750	25. 00
July 23, 1906.....	416532	5. 00
Aug. 1, 1906.....	416590	25. 00
May 12, 1907.....	529506	5. 00
Aug. 1, 1907.....	529579	25. 00
Total.....		140. 00
DEED ACCOUNT—HEIR OF MAH-AH-POM-AH.		
Febr. 13, 1904, cash.....		132. 50
Total.....		132. 50
Grand total.....		272. 50

[108]

Statement of funds paid to We-ta-ma-o-tha, Mexican Kickapoo allottee No. 154.

Date.	Check No.	Amount.
LEASE ACCOUNT.		
Febr. 7, 1902.....	86135	\$12. 50
Aug. 8, 1902.....	276154	12. 50
Jan. 27, 1903.....	276762	25. 00
Mar. 3, 1903.....	301979	12. 50
Apr. 1, 1903.....	302013	50. 00
July 19, 1904.....	382164	27. 00
Total.....		139. 50
DEED ACCOUNT—AS HEIR OF WE-MAH-SHE-QUE.		
Oct. 9, 1903, cash.....		1,700. 00
Total.....		1,700. 00
DEED ACCOUNT—HEIR OF MES-QUAH-OT.		
Dec. 16, 1905, check.....		10. 00
Total.....		10. 00
ANNUITY ACCOUNT.		
Mar. 21, 1902, check.....		10. 65
Dec. 5, 1902, check.....		10. 65
Nov. 14, 1906, warrant No. 13222 (Eagle Pass).....		260. 70
Total.....		282. 00
Grand total.....		2,131. 50

RECAPITULATION.

Total lease money.....	\$30,114. 97
Total deed money.....	95,142. 96
Total annuity money.....	21,552. 17
Grand total (paid to 108 Indians).....	146,810. 12
Average amount each for 108 Indians, \$1,359.35.	

EXHIBIT No. 169 [Bentley].

[This exhibit should be considered with Thackery Exhibit A, which will be found in the Appendix.]

Page.	Name.	Total.	Received by Bentley.	Returned by Bentley.	G. F.
1	Ah Che Che, No. 141.....	\$966.80	\$200.00	\$200.00	\$61.70
2	Ah Kls Kuck, No. 6.....	2,836.01	400.00	500.00	140.05
3	Ah-Ke-Na-Na-Tho, No. 277.....	869.00			
4	Tom Smith, No. 60.....	994.78	100.00	100.00	151.16
5	Ah-Na-Tha-Hah Quah, No. 260.....	180.00			
6	Ah-Nes She-Nen-Ne, No. 136.....	2,030.00			
7	Ah-No-Peah, No. 104.....	61.30			
8	Ah-No-Tha-Ha-Qua, No. 185.....	260.71	100.00	100.00	60.71
9	Ah-Ten-Ye-Tuck, No. 74.....	470.00			
10	Ah-Them-Esk-Kah Mo, No. 180.....	6,703.34	4,000.00	3,600.00	
11	Ah-Waw-Nee, No. 40.....	535.01			
12	Chah-Ke-She, No. 142.....	983.85	100.00	100.00	71.35
13	Chah-Ko-Sot, No. 35.....	167.50			
14	Che-Qua-Ka, Mexican Kickapoo.....	325.00			
15	Choh-Cha-Ka-Thea, No. 230.....	297.92			60.71
16	Cook-Ka-Thah, No. 98.....	122.00			
17	En-E-Kohn, No. 222.....	121.93			
18	I-Neah-Ken, No. 151.....	2,516.08			
19	Willard Johnston.....	28,590.24			
20	Kah-Ka-To-The-Quah, No. 252.....	11,103.83			142.70
21	Kah-Ke-Ne-Peah, No. 2.....	2,080.84			
22	Kah-Pah-Ke-Ka-Quah, No. 23.....	525.00			
23	Kah-Pah-O-Mah, No. 520.....	520.00			
24	Ke-Ah-Qua-Quah, No. 113.....	502.56			
25	Kee-Ah-Tha-Kum-O-Quah, No. 9.....	272.35	100.00	100.00	72.35
26	Kee-Nah-Ko-Thet, No. 8.....	1,838.38	100.00	100.00	102.08
27	Kee-Sheck-Ko-Thah, No. 121.....	895.00			
28	Ke-Ma-Si-Quah, No. 22.....	880.00			
29	Ke-O-Si-Ah-Quah, No. 102.....	363.33			
30	Ke-Te-Qua, No. 41.....	285.75			
31	Kish-Ke-Nic-Quote, No. 243.....	8,150.70	2,000.00	2,035.00	162.00
32	Mah-Ka-Se-Ah, No. 240.....	310.71			60.71
33	Mah-Mah-To-Me-Ah, No. 138.....	1,242.34			
34	John Mine, No. 75.....	862.17	100.00	100.00	60.70
35	Me-She-Kah, No. 15.....	571.40			
36	Mah-Quo-The-Eck, No. 217.....	1,621.98			90.66
37	Mah-Squa-Ko, No. 146.....	404.61	100.00	100.00	60.71
38	Mah-Tep-Ne-A, No. 240.....	282.01	50.00	50.00	60.71
39	Mah-Tha-Ko-Tha, No. 147.....	261.71	100.00	100.00	60.71
40	Ma-She-She, No. 171.....	2,805.71	1,900.00	1,900.00	
41	Mat-Tah-Wah, No. 209.....	1,170.25	100.00	100.00	42.72
42	Mah-Tuah-Qua, No. 211.....	271.36	100.00	100.00	71.56
43	Mack Johnson, No. 66.....	768.52			
44	Steve Mohawk, No. 235.....	387.50			
45	Me-Thup-Pe-Hah, No. 27.....	442.00			
46	Mi-E-Nah, No. 117.....	622.35			
47	Mut-Twa-Ah-Quah, No. 135.....	694.31			
48	Nah-Me-Pesh-Qua, No. 132.....	271.35	100.00	100.00	71.35
49	Nah-Nah-Chi-Skin-No-Quah, No. 120.....	308.50			
50	Na-Mah-Che-The-Quah, No. 160.....	303.31	100.00		82.01
51	Na-Nah-E-To, No. 282.....	481.98	100.00	100.00	81.98
52	Na-Na-Go-The.....	132.50			
53	Na-Ni-To-Ke, No. 76.....	44.75			
54	Ne-Kah-No-Pit, No. 259.....	303.31	100.00	185.00	60.71
55	Ne-Pah-Hahm, No. 244.....	1,751.50			
56	Nep-Teth-She, No. 127.....	991.75			
57	No-Ten, No. 112.....	1,768.78			
58	O-Kah-Ne-Tep.....	325.00			
59	O-Ke-Nah, No. 270.....	2,957.27	400.00	400.00	
60	O-Que-Mah-Ah-Then, No. 43.....	297.50			
61	Pah-E-Nah, No. 242.....	352.01			60.71
62	Pah-Ko-Ne, No. 281.....	250.00			
63	Pah-Ko-Ne, No. 213.....	763.63	100.00	100.00	60.66
64	Pah-Ko-Ne, No. 237.....	351.46	50.00	50.00	60.71
65	Pah-Nah-Kah-Tho, No. 220.....	481.35	100.00	100.00	71.35
66	Pah-Nah-Kah-To, No. 7.....	1,156.36	100.00	100.00	60.66
67	Pah-Pah-Me-Na-Ko, No. 247.....	4,007.26			80.51
68	Pah-Pah-Thah-Peah, No. 64.....	127.50			
69	Pah-Pe-Ah-She, No. 218.....	310.71			59.21
70	Pah-Pe-Ach, No. 189.....	1,380.15	100.00	100.00	83.36
71	Pah-Kah-Peck, No. 274.....	260.67	100.00	100.00	60.67
72	Paw-Kaw-Kah, No. 205.....	459.31	200.00	100.00	114.31
73	John Pecon, No. 487.....	50.00			
74	Peck-Ke-Ah-Peah, No. 65.....	190.00			
75	Pem-E-Tum-Wah, No. 278.....	260.00			
76	Pem-Me-Pah-Hone-Mah, No. 84.....	340.00			

* Che-Qua-Ka, Mexican Kickapoo, Wild Kickapoo, don't belong to Oklahoma Band; never had any transaction with him.

* No number was ever allotted.

EXHIBIT No. 169—[Bentley]—Continued.

Page.	Name.	Total.	Received by Bentley.	Returned by Bentley.	G. F.
77	Mary Penetho (Kansas Indian).....	\$11,552.50	\$7,000.00	\$5,010.00	.....
78	Pe-Qua, No. 221.....	4,158.06	2,100.00	2,100.00	\$122.56
79	Pea-Ko-Nah-Ah, No. 99.....	333.63			
80	Pum-Y-Tum-Moke, No. 238.....	338.21	100.00	100.00	69.71
81	Qua-To-Quah, No. 89.....	1,451.30	800.00		74.75
82	Shawnee Doctor, No. 463.....	616.32			
83	Ske-Mah-Tho-Pe, No. 144.....	303.70			81.00
84	Tah-Nah-Ke, No. 152.....	2,641.46			
85	Tah-Nah-Ke-Ah, No. 262.....	1,546.21	680.00	716.00	97.22
86	Tah-Pah-Seah, No. 241.....	282.01	100.00	100.00	60.71
87	Tah-Pah-She, No. 12.....	1,078.30			82.00
88	Tah-Pah-The-A, No. 241.....	50.00			
89	Ta-Pa-Hah, No. 78.....	353.30	100.00	100.00	82.00
90	Thi-The-Qua, No. 271.....	260.67	100.00	100.00	60.67
91	Tho-Kah-Qua-Muck, No. 272.....	100.00			
92	Tuck-Kum-Me, No. 100.....	351.51			
93	Wah-Ko-Quah, No. 93.....	526.25			
94	Wah-Nah-Ke-Tha-Hah, No. 250.....	806.64			82.00
95	Wah-Pah-Ho-Ko, No. 210.....	271.76	100.00	100.00	71.36
96	Waw-Pah-Sose, No. 21.....	450.00			
97	Wah-Pah-Che-Qua-Quah, No. 31.....	1,443.00	600.00	600.00	
98	Wah-Pe-Che-Quah, No. 280.....	4,819.86	300.00	300.00	82.08
99	Wah-Pe-Ke-Che, No. 263.....	1,510.40			
100	Wah-Puck-We-Che, No. 225.....	2,455.85	100.00	100.00	82.00
101	Wah-Sko-Tah, No. 145.....	3,216.71	1,600.00	1,600.00	
101	Wah-Sko-Tah, No. 145.....		300.00	300.00	141.00
102	Wa-Tha-Pe-Quah.....	6,308.88			
103	Wah-Theck-Ko-Na-Hah, No. 67.....	5,160.33			
104	Wah-We-Ah, No. 163.....	347.61	100.00	100.00	147.61
105	We-Ah-Che-Kah, No. 47.....	10,485.53	6,100.00	4,400.00	131.05
106	We-Hah-Ni-Hah, No. 114.....	521.66			
107	We-Sko-Pech-O-Que, No. 87.....	272.50		45.00	
108	We-Ta-Ma-O-Tha, No. 154.....	2,131.50	1,000.00	1,000.00	60.70
		175,951.02	32,200.00 c 800.00	27,391.40	4,059.91
			31,400.00		

* Exhibit Thackery. Account page 88 should be page 86, parties' names are reversed.

† Not a member of Kicking Kickapoo Tribe (Oklahoma) Mexican Indian.

* Eight hundred dollars used for all the Kickapoos; due Quotoqua \$4,108.60.

EXHIBIT No. 170 [Embry].

List of cases where Frank A. Thackery was appointed guardian of incompetent Kickapoo Indians, showing the date of application for appointment and date of appointment.

POTTAWATOMIE COUNTY.

	Petition for appointment filed.	Appointment made.
Peah-twyyh-tuck.....	July 13, 1906	July 23, 1906
We-sko-peth-o-que.....	do.....	Do.
Ah-ko-the.....	do.....	Do.
Wah-ne-ma-quah.....	do.....	Do.
Mah-she-nah.....	do.....	Do.
Mush-sho-qua-to-quah.....	do.....	Do.
Wah-tah-tah.....	do.....	Do.
Kah-ka-nah-che-kah.....	do.....	Do.
Kah-ke-ne-peah.....	do.....	Do.
Pe-nee-she.....	do.....	Do.
Men-ah-pe.....	do.....	Do.
Medk-ke-kah.....	do.....	Do.
Ah-na-tho-the.....	do.....	Do.
Sho-e-nah-quah.....	do.....	Do.
Ma-ko-the-wuah.....	do.....	Do.
Ma-nah-the-quah-qua-ah.....	do.....	Do.
Wah-she-ko-skuch.....	do.....	Do.
Ah-na-tho-huck.....	do.....	Do.
Me-na-mesh.....	do.....	Do.
Shah-kah-tah.....	do.....	Do.
Much-e-nen-e.....	July 16, 1906	Do.
Mut-twa-ah-quah.....	do.....	Do.
Me-nah-quah.....	do.....	Do.

EXHIBIT No. 170 [Embry]—Continued.

List of cases where Frank A. Thackery was appointed guardian of incompetent Kickapoo Indians, showing the date of application for appointment and date of appointment—Continued.

POTTAWATOMIE COUNTY—Continued.

	Petition for appointment filed.	Appointment made.
Mesh-ah-quot.....	July 16, 1906	July 23, 1906
Pah-ke-che-moke.....	do.....	Do.
Ki-yah-equah.....	do.....	Do.
Wah-nah-ke-tha.....	do.....	Do.
Py-o-tho.....	do.....	Do.
Pe-ke-to-no-quah.....	do.....	Do.
Wah-pah-pan-neah.....	do.....	Do.
Ke-ke-e-quah.....	do.....	Do.
Quan-nep-pe-that.....	do.....	Do.
Wah-que-tah-no-quah.....	do.....	Do.
Kish-ke-ton.....	do.....	Do.
Ko-ke-kah-huck.....	do.....	Do.
Pen-me-pah-hone-wah.....	do.....	Do.
Ne-pah-nah.....	do.....	Do.
Pen-e-thah-ah-quah.....	do.....	Do.
Nah-she-pe-eth.....	do.....	Do.
Wah-pe-pah.....	do.....	Do.
Wah-ko-nah-ka-ka.....	July 18, 1906	Do.
Kish-ke-ton-o-quah.....	do.....	Do.
Mah-mah-tome-ah.....	July 13, 1906	Do.
She-pah-tho-quah.....	July 16, 1906	Do.

LINCOLN COUNTY.

	Aug. 13, 1906	Oct. 4, 1906
Peah-mow-ske.....	do.....	Do.
Wah-pah-nah-pe-quah.....	do.....	Do.
Pah-nah-ka-quah.....	do.....	Do.
Ta-pah-she.....	do.....	Do.
Ah-kah-tah-she-ma.....	do.....	Do.
Pen-ne-ah-kah-qua.....	do.....	Do.
Mi-e-nah.....	do.....	Do.
Ke-ma-ai-quah.....	do.....	Do.
Pem-ma-ho-ke.....	do.....	Do.
Ma-ko-the-quah.....	do.....	Do.

EXHIBIT No. 171 [Bentley].

DEPARTMENT OF THE INTERIOR,
UNITED STATES INDIAN SERVICE,
U. S. Indian Agency, Shawnee, Okla., November 24, 1905.

Hon. MERRILL E. GATES,

Secretary U. S. Board of Indian Commissioners,
Washington, D. C.

SIR: I have the honor to acknowledge receipt of your letter of October 30, 1905, asking for information with reference to matters at this agency, and to reply as follows:

1. How many Indians are now under your care? (b) How many allotments of land in all have been made and patented to the Indians of the agency or subagency now under your care?—(a) About 2,760. (b) All are allotted.

2. How many Indians who had received allotments of land at your agency or subagency have died since lands were allotted them?—Not known.

3. Of your Indians to whom land has already been allotted, how many are now living on and cultivating at least a portion of their allotment?—Approximately 1,500.

4. Have you a permanent register in book form of the names of all allottees at your agency or subagency, with a description of the allotment of each?—Yes.

5. (a) Have you completed the permanent register of all of the Indians at your agency or subagency, with Indian name and (where used) English name, and giving family relationship of each, in the blank book furnished for the purpose under the regulation which went into effect by order of the Secretary of the Interior in 1901? (b) If such a permanent register is not yet entirely completed by you, how many names of your Indians are thus fully registered, and about how many Indians at your agency or subagency remain unregistered? (c) Have you a permanent record of all births and deaths of your Indians since January 1, 1902?—(a) No. (b) A permanent

register for the Absentee Shawnee tribe of Indians has been completed, and a similar register for the Mexican Kickapoo tribe of Indians has been started, making a total of about 800 registered, and about 1,900 unregistered. (c) No.

6. (a) Are you carefully observing the regulation for issuing licenses for the marriage of Indians and requiring returns of such marriages to be made to you and recorded in permanent form at your subagency? (b) How many returns of marriages have thus been made at your agency since the regulations went into effect in 1901?—(a) No. (b) None.

7. (a) What number of Indians at your agency receive rations of food in any form from the Government? (b) What number receive clothing from the Government?—(a) None. (b) None.

8. In your opinion, what proportion of the adult Indians at your agency or subagency are "intelligent, sober, and industrious" enough to be able to use wisely and properly their own individual share of such tribal funds as the Government may hold in trust for them, if such funds were to be broken up into individual holdings on the books of the Treasury within the next two years?—All of them.

9. What number of Indians at your agency to whom land has been allotted are now leasing a whole or a part of their allotment of land?—About 1,000.

10. (a) Is there any material change within the last three years in the number of Indians at your agency who support themselves by their own labor? (b) Does the change show an increase or a decrease in the number of the self-supporting?—(a) Yes. (b) The change shows a decided increase in the number of self-supporting Indians.

In conclusion I would state that it should be remembered that the Citizen Band of Pottawatomie Indians comprises about 1,670 Indians who are scattered in almost every State in the Union, and it is impossible to prepare a permanent register of Indian families unless funds to the amount of at least \$2,000 are provided for the same.

This office insists as far as possible upon legal marriages of all Indians, however, the courts of this Territory have held that a common-law marriage is lawful.

Very respectfully,

FRANK A. THACKERY,
Superintendent and Special Disbursing Agent.

Exhibit No. 172.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 6, 1907.

HON. HENRY M. TELLER, *Denver, Colo.*

SIR: I beg to acknowledge the receipt of three letters from you, one dated March 23, 1907, addressed to the Secretary of the Interior and referred here on March 25, the next dated March 25, and the last dated March 26. These all relate to the investigation authorized by Senate resolution No. 261, directing the appointment of a subcommittee "for the purpose of ascertaining all the facts with reference to the affairs of the Mexican Kickapoo Indians."

In response you are advised that a statement concerning the claims of these Indians filed by Chester Howe will be prepared and sent you as soon as practicable. Duplicate copies of nearly all these claims were offered in evidence before the subcommittee which sat during the session of Congress.

Your request for a copy of the expense accounts of Superintendent Thackery will also be complied with as soon as I can find out just which are wanted. The vouchers with subvouchers attached, covering expenditures made by him while in Mexico and after his return, relating to the investigation undertaken by George A. Outcalt, were put in evidence before the Senate committee, and therefore it is presumed that you desire something else.

The foregoing relates to your letter of March 23.

In view of the fact that charges have been made before the Committee on Indian Affairs and the subcommittee which sat till March 5, and that two of the three members of your subcommittee have already expressed their belief that this office has been guilty of wrongdoing, it still seems to me only just and right that the office should be represented at your hearings and have the same privileges extended to it as are allowed to its accusers.

Your letter of March 26 expresses the hope that the committee may begin its work at Eagle Pass about May 2, and you request the names of witnesses who the office thinks should be examined at Eagle Pass, as you do not wish to summons any witnesses there who can be examined in this city next fall.

There is inclosed a partial list of the witnesses who this office has every reason to believe know many facts pertinent to the investigation you are going to conduct.

There are a good many others whom it is believed the committee should examine, but until it is more clearly demonstrated that they know matters of interest to the committee I will refrain from submitting their names.

You will note that this list comprises persons who live in or near Shawnee, Okla. It would be a very great task to attempt to indicate in a letter just what each witness is expected to swear to, or give you a meager outline of each one's testimony; but unless this is done or some person is attendant on the investigation who is acquainted with the statements these people have made, it seems likely that in many instances the facts can not be brought out. The testimony of these witnesses must be had before the final examination of a number of persons living in and about Eagle Pass, unless the committee shall determine that much evidence known to be obtainable shall not be heard. You will understand my urgency when I say that, no matter what order may seem most convenient to follow in examining witnesses, the necessity of having the Eagle Pass witnesses examined in the light of the evidence to be given by the witnesses covered by the inclosed list is beyond all question, if the motives actuating the course of the Department are to be made plain. In the interest, therefore, of the equal justice which I am sure your committee will wish to dispense, it is requested that no witnesses examined at Eagle Pass be finally excused until after the testimony of those named herein is obtained.

There are several persons living nearer Eagle Pass than those covered by the list, who, in my judgment, should be subpoenaed before your committee at Eagle Pass, but I am not sure of their addresses at the present time, and am told that some of them are in Mexico.

I do not know whether you expect the office to furnish the names of such witnesses as may reside in that country, as it may be impossible to secure service on them. I venture to suggest, however, that the parties who contested with Mr. Bentley for title to the Kickapoo lands seem to be still engaged in obtaining deeds from Indians who to all appearance are permanently settled in Oklahoma. Their practices are reported to me as most reprehensible, and I should think that this matter would be worthy the early attention of the committee, with a view of giving their case the utmost publicity and extending some assurance to these Indians, who are represented to be utterly helpless in view of the conditions now prevailing. I refer especially to Messrs. Grimes and Conine, whose names appear so many times in the record of the hearings held in this city.

I may say in conclusion, every person whose name appears on the accompanying list knows something that would be of interest to bring out. Whether he is willing to tell what he actually knows can be determined only by an examination; but I feel very sure that each one can, by a proper course of questioning, be compelled to disclose facts within his own knowledge which will have an important bearing on your conclusions.

Very respectfully,

F. E. LEUFF, *Commissioner.*

List of witnesses in Kickapoo investigation.

Name.	Address.	Name.	Address.
C. J. Benson.....	Shawnee, Okla.	H. T. Douglas.....	Shawnee, Okla.
W. L. Chapman.....	Do.	B. F. Hamilton.....	Do.
Willard Johnston.....	Do.	J. M. Aydelotte.....	Do.
C. R. Johnston.....	Do.	J. H. Aydelotte.....	Do.
C. M. Cade.....	Do.	J. M. Remington.....	Do.
A. L. Brown.....	Do.	J. H. Maxey, sr.....	Do.
John Garrett.....	Do.	J. H. Maxey, jr.....	Do.
Jimmy Jacobs.....	Do.	B. B. Blakeney.....	Do.
L. C. Grimes.....	Harrah, Okla.	J. H. Woods.....	Do.
W. C. Grimes.....	Do.	E. C. Vinson.....	Do.
Cal Moore.....	Do.	A. B. Jones.....	Do.
E. W. Sweeney.....	Do.	Joe Hand.....	Do.
Manuel Mills.....	Do.	L. A. Hampton.....	Do.
W. W. Ives.....	Shawnee, Okla.	— Hampton (father of	
W. S. Cade.....	Do.	L. A. Hampton).....	Do.
F. B. Reed.....	Do.	J. A. Skaggs.....	Do.
Geo. E. McGinnis.....	Do.	E. C. Stanard.....	Do.
Frank Stearns.....	Do.	Joe M. Adams.....	Do.
W. S. Search.....	Do.	Fred Riley.....	Do.
Sidney Clarke, Jr.....	Do.	W. S. Fendleton.....	Do.
Wm. Keller.....	Do.	L. Wheeler.....	Do.
H. G. Beard.....	Do.	A. P. Watson, sr.....	Do.
Martin Flemming (furni- ture dealer).....	Do.	A. P. Watson, jr.....	Do.
Joseph Clark.....	Do.	Peter P. Ratzlaff.....	Do.
W. L. Leewright.....	Do.	Oliver Humbarger.....	Do.
		T. W. Alford.....	Do.

List of witnesses in Kickapoo investigation—Continued.

Name.	Address.	Name.	Address.
F. W. Boggs.....	Shawnee, Okla.	Geo. L. Rose.....	Tecumseh, Okla.
S. T. Pierson.....	Do.	W. L. McFall.....	Do.
W. P. Dix.....	Do.	E. W. Miller.....	Do.
G. F. Graham.....	Do.	W. N. Mabon.....	Do.
Jno. P. Jones.....	Do.	S. J. Scott.....	Do.
John T. Reagan.....	Do.	S. F. Larsh.....	Do.
G. M. D. Steel.....	Do.	J. L. Nations.....	McCloud, Okla.
Geo. H. Kerfoot.....	Do.	Ewers White.....	Do.
J. R. Shive.....	Do.	Elizabeth Test.....	Do.
Ida B. Bentley.....	Do.	W. F. Ramseler.....	Do.
W. J. Riggs.....	Do.	Lina B. Lunt.....	Do.
W. F. Eggerman.....	Do.	Rachael Kirk.....	Do.
S. A. B. Haworth.....	Do.	L. B. Hellaker.....	Do.
S. A. B. Hart.....	Do.	J. H. Beatty.....	Oklahoma City, Okla.
Lon S. Allard.....	Do.	Z. T. Wright.....	Do.
Hal Johnston.....	Do.	D. T. Flynn.....	Do.
Mr. Coffin (real estate and mining).....	Do.	Lee Bailey.....	Do.
D. N. Kennedy.....	Do.	A. D. Humberger.....	Do.
J. H. Pemberton.....	Do.	Tom Chambers.....	Do.
L. G. Pittman.....	Do.	J. H. Everest.....	Do.
Ed Hood.....	Do.	Ledra Guthrie.....	Do.
W. W. Ives.....	Do.	A. T. Ragland.....	Choctaw, Okla.
Frank A. Thackery.....	Do.	Geo. C. King.....	Do.
Martin J. Bentley.....	Do.	Doo Beatty.....	Jones, Okla.
Henry Murdock.....	Do.	S. W. Maxwell.....	Do.
Joseph Murdock.....	Do.	J. B. Charles.....	Stroud, Okla.
Much-e-ne-ne.....	Do.	Lee Patrick.....	Do.
Mo-sha-she.....	Do.	Ora Wanner.....	Harrah, Okla.
Wah-pe-pah.....	Do.	Henry Jones.....	Keokuk Falls, Okla.
Charley White.....	Do.	J. M. Crossland.....	Do.
Jas. T. Farrall.....	Do.	Horace Speed.....	Guthrie, Okla.
W. N. McGee.....	Do.	J. W. Scothorn.....	Do.
Harry Mead.....	Do.	Sam Patrick.....	Mardock, Okla.
T. W. Whittaker.....	Do.	Joe Billy.....	Do.
J. C. Chrisney.....	Do.	Snakeman.....	Do.
M. V. Bain.....	Do.	Long Man.....	Do.
Fred Strube.....	Do.	John Scott.....	Do.
Geo. H. Kerfoot.....	Do.	James Sloat.....	Do.
C. J. Bocher.....	Do.	Wm. Sloat.....	Do.
O. K. Harryman.....	Do.	Ben. F. Williams.....	Norman, Okla.
D. P. Sparks.....	Do.	Samuel L. Patrick.....	Chandler, Okla.
H. O. Bailey.....	Do.	P. S. Hoffman.....	Do.
Geo. B. Graff.....	Do.	E. L. Conklin.....	Do.
Paul F. Cooper.....	Do.	Thomas Clary.....	Shawnee, Okla.
H. B. Dexter.....	Do.	B. J. Clardy.....	Do.
A. N. Dexter.....	Do.	N. B. March.....	Do.
Sydney Schram.....	Do.	B. D. Calvin.....	Do.
E. E. Woods.....	Do.	Mr. Jarvis (partner of L. B. Hellaker).....	Neal, Okla.
Thomas McColgan.....	Tecumseh, Okla.		

EXHIBIT No. 173.

DEPARTMENT OF THE INTERIOR,
OFFICE OF INDIAN AFFAIRS,
Washington, April 24, 1907.

HON. HENRY M. TELLER,
Denver, Colo.

SIR: In answer to your letter of April 11, 1907, I beg to say that the persons whose names appear on the list sent to you on April 6, 1907, comprise those only who have knowledge of material facts relating to the affairs of the Kickapoo Indians.

It was carefully prepared and is based on correspondence on file here and information of employees of the Department.

A number of those named are in a position flatly to contradict material statements in testimony and assertions already in the record. All others can testify to important facts that have not been brought out. Hence these persons must be heard or the truth as understood here will not be obtained.

Any further delay in the work of the committee is unfortunate, for the lot of some of the Kickapoos under existing conditions is very hard; and if the committee can not devote the time needed to hear the material evidence obtainable, it devolves on the Indian Office to urge the Department of Justice to bring the proceedings necessary to protect these helpless people and to recover the lands of which the Indians claim they have been deprived by duress and fraud.

With a view of complying to your requirement as to the character of the evidence which it is proposed to put in on behalf of the Indian Office, I have caused the list of witnesses sent you to be classified as nearly as possible, and the general subjects concerning which they have actual knowledge is indicated in the statements preceding the several divisions of the list of witnesses.

The "theory" of the office may be summarized thus: It is advised that a real investigation will show that most, and perhaps all, of the deeds taken under the act of March 3, 1905 (33 Stat. L., 1048), and June 21, 1906 (34 Stat. L., 325), are fraudulent; that many are pure forgeries; that the pretense of a pool and trusteeship made by anyone is false; that the entire connection of M. J. Bentley with the Kickapoos has been a continuous series of outrageous wrongs; in short that anything he may have done having the appearance of being for their benefit was for the purpose only of furthering a sinister design.

Earnestly desiring the truth to be brought out, the Indian Office can only insist that the witnesses named be examined, because the truth will not be known until their evidence is heard.

Some of these persons will willingly tell what they know when their attention is directed to the facts by proper questions, but very many will be reluctant witnesses. However, if a representative of the Office, conversant with the facts the witnesses are acquainted with, is allowed to be present and supplement your examination, the truth can be ascertained.

Very respectfully,

F. E. LEUPP, *Commissioner.*

List No. 1.—Witnesses who either procured deeds from Mexican Kickapoos under the provisions of the act of June 21, 1906, or that of March 3, 1905, and other persons who were interested in the lands of the Indians covered by such deeds, together with others who were present in Mexico during the time Messrs. Bentley, Grimes, Chapman, and others were contesting for the lands of these people, or have knowledge of deeds taken since then:

C. J. Benson.
W. L. Chapman.
Willard Johnston.
C. R. Johnston.
C. M. Cade.
A. L. Brown.
L. C. Grimes.
W. C. Grimes.
Cal. Moore.
E. W. Sweeney.
Manuel Mills.
W. W. Ives.
W. S. Cade.
Joseph Clark.
B. B. Blakeny.
Ida B. Bentley.
M. F. Eggerman.
S. A. B. Hart.
Frank A. Thackery.
Martin J. Bentley.
Henry Murdock.
Joseph Murdock.
Charley White.
Rachel Kirk.

Doc Beatty.
J. H. Everest.
Henry Jones.
Lee Patrick.
J. B. Charles.
P. S. Hoffman.
E. L. Conklin.
Joe M. Adams.
Peter P. Ratzlaff.
G. F. Graham.
John T. Reagan.
Much-e-ne-ne.
Mo-sha-she.
Wah-pe-pah.
Jimmy Jacobs.
A. P. Watson, sr.
A. P. Watson, jr.
F. B. Reed.
H. T. Douglas.
J. M. Aydelotte.
W. F. Ramsier.
R. C. Conine, Harrah, Okla.
Lou S. Allard.
D. N. Kennedy.

All these names appear in the list heretofore sent you, with the exception of R. C. Conine, of Harrah, Okla., who is an important witness, and whose name was inadvertently omitted.

Of the foregoing, Messrs. Sweeney and Moore were before the subcommittee during the session of Congress, and were permitted to return home because of the fact that a subcommittee was to go west for the purpose of taking testimony and they could there be examined further.

Messrs. Benson, Chapman, Willard Johnston, Brown, L. C. Grimes, W. C. Grimes, Moore, Sweeney, Mills, Clark, Ida B. and Martin J. Bentley, Thackery, Henry Murdock, Joseph Murdock, White, Beatty, Jones, Graham, Conine, and Rachel Kirk were present during the troubles in Mexico over conveyances of Indian lands. Ratzlaff was at Eagle Pass on another occasion when lease money was paid to a number of the Indians.

The following Indians in the list—Much-e-ne-ne, Mo-sha-she, and Wah-pe-pah—have also been in Mexico and know much of interest. The other persons named have a direct interest in the lands in question.

List No. 2.—To testify as to truth of material statements now of record and whether or not the statements accredited to them or about them are truthful. They all have an intimate knowledge of the affairs of these Indians leading up to the legislation relating to the title to their lands.

Frank Stearns.
J. H. Aydelotte.
Sidney Schram.
James T. Farrall.
F. B. Reed.
J. C. Chrisney.
M. V. Bain.
Geo. H. Kerfoot.
T. W. Whittaker.
W. N. McGee.
C. J. Bocher.
O. K. Harryman.
D. P. Sparks.
H. O. Bailey.

J. H. Beatty.
W. S. Pendleton.
H. G. Beard.
J. H. Maxey, sr.
J. H. Maxey, jr.
J. M. Remmington.
L. Wheeler.
H. B. Dexter.
A. N. Dexter.
Fred Strube.
Geo. B. Graff.
Samuel L. Patrick.
Harry Mead.

List No. 3.—The persons whose names appear in the following list have a personal knowledge of important events in the administration of the affairs of these people by representatives of the Government, the ends in view by those responsible for the condition of the Indians, the methods taken to secure their removal from Oklahoma and induce them to express dissatisfaction with the conditions imposed on them by law, and transactions by which the Indians and the Government were defrauded.

T. W. Alford.
B. F. Hamilton.
W. L. Leeright.
R. E. Woods.
Horace Speed.
J. W. Scothorn.
D. T. Flynn.
Lee Bailey.
Lina B. Lunt.
Elizabeth Test.
Ledru Guthrie.
S. J. Scott.
E. W. McFall.
Geo. L. Rose.
W. N. Maben.
Ewers White.
W. S. Search.
J. H. Woods.
S. C. Vinson.
A. B. Jones.
Joe Hand.
L. A. Hampton.
Mr. Hampton, father of L. A. Hampton.
J. A. Skaggs.
Martin Flemming.
Sam Patrick.
Joe Billy.
Snake-man.
Long Man.
John Scott.
James Sloat.
Wm. Sloat.
Ben F. Williams.
Thomas Clary.
B. J. Clardy.

N. B. March.
B. D. Calvin.
Mr. Jarvis, partner of L. B. Hellaker.
Geo. E. McGinnis.
Sidney Clarke, jr.
Wm. Keller.
E. C. Stannard.
Fred Riley.
Oliver Humbarger.
F. W. Boggs.
S. T. Pierson.
W. P. Dix.
Jno. P. Jones.
G. M. D. Steel.
J. R. Shive.
W. J. Riggs.
W. P. Haworth.
Hal Johnston.
M. Coffin.
J. H. Pemberton.
Ed Hood.
L. G. Pitman.
Paul F. Cooper.
E. W. Miller.
S. P. Larsh.
J. L. Nations.
L. B. Hellaker.
Z. T. Wright.
A. D. Humbarger.
Tom Chambers.
A. T. Ragland.
Geo. C. King.
S. W. Manwell.
Ora Waner.
J. M. Crossland.

EXHIBIT No. 174.

DEPARTMENT OF THE INTERIOR,
 OFFICE COMMISSIONER OF INDIAN AFFAIRS,
 Washington, December 7, 1907.

*To the Subcommittee of the Senate investigating the affairs
 of the Absentee Mexican Kickapoo Indians.*

GENTLEMEN: I have the honor to request that in any group of exhibits which you propose appending to the report of your investigation you include a passage from a letter sent by me on May 3, 1906, to the chairman of the Senate Committee on Indian Affairs, commenting on the several items in the pending annual Indian appropriation bill which had never been formally submitted to the Department for report. Copies of this letter were sent to other members of the Indian Affairs committees of both houses, including those members of both who had been designated to confer on the points of disagreement between the Senate and the House of Representatives.

In my informal discussions with the Senate committee while the bill was in process of completion I had stated very candidly my judgment against the granting of patents in fee, or the removal in any other way of the restrictions upon the alienation of the lands of the Indians attached to the Kickapoo Agency, unless a wholesale acquittance of the United States Government from further responsibility for them were procured. I had said with regard to the absentees who have gone to Mexico that although I thought they would have been wiser to stay in the United States and improve their homes, yet if they would be happier going to Mexico they had a perfect right to go there; and I should not interfere with them, provided the United States Government were relieved from further responsibility for them, as any sort of divided allegiance would leave upon our Government the unfair burden of responsibility without control. When the committee, however, decided to adopt the paragraph removing restrictions from not only the Absentee Kickapoos, but also the Shawnees, Delawares, Caddos, and Wichitas, I included in the letter of comment the passage which follows:

"This paragraph removes all restrictions on the sale and incumbrance of all lands, inherited or otherwise, of adult Kickapoo Indians and of all Shawnees, Delawares, Caddos, and Wichitas affiliating with the Kickapoos and nonresident in the United States, and that any such Indian allottee in Oklahoma or Indian Territory, and nonresident of the United States, may lease his allotment without restriction for a period not exceeding five years; it also authorizes the parent or next of kin having the care and custody of a minor allottee to lease the minor's allotment for a like period, except that no such lease may extend beyond the minority of the allottee.

"This paragraph, from its location in the bill, and taken in connection with what goes before and that which comes after, will doubtless be considered by anyone not conversant with the facts to be in accordance with the design to eliminate the Mexican Kickapoos and such of the Shawnees as have cast their lot with them from further consideration at the hands of the Government. But why have the Delawares, Caddos, and Wichitas been included? This looks like a preliminary to a still more extensive exodus yet to come.

"There is no provision for the issuance of patents in fee simple to the allottees, and most purchasers would look with suspicion upon a title claimed under the law, because it is not evidenced by such patents, there being no easy way of showing that the title to the land has passed from the United States to the allottee, and such proof being all the more difficult when the allottee has been induced to go to Mexico. So, practically, only a party to the exodus plan could be sure of procuring a deed from the right Indian, and some persons might not hesitate to present and have recorded an instrument which was not executed by an actual allottee. I have gone repeatedly on record as in favor of separating from further relations with this Government all the Kickapoos who are in Mexico and desire to remain there; but to do this the law dealing with their allotments ought to provide for the issuance of patents in fee simple to them, so that any purchaser buying their lands could demand an abstract of title and the presentation of the evidence thereof. He would then know that he was getting what he paid for. This would not afford very much protection for the Indians, but if it suits them I see no reason why, after all that has been done in their behalf and all the warnings they have had, that the Government should still insist upon defending them against their white leaders.

"I do think, however, that the names of the tribes should be eliminated, excepting the Kickapoos and Shawnees. The provision for leasing I regard as dangerous, and I should regret to see it appear in the bill, for the patent in fee removing all restrictions would leave the lands to be handled by the allottees as best they may. There should be no provision in the law saying who shall lease the lands for the allottees, unless it is the intention to impose upon the Indian Office practically impossible duties. In

short, my earnest opinion is that these Indians should be either entirely removed from the protection and force of the Federal law and made to take their chances under the local law they prefer, or else left under the general Federal law applicable to all Indians."

You will observe, gentlemen, that in the light of what you have discovered during your recent trip to the Mexican border this passage was in a way prophetic.

As I have abstained heretofore from trespassing on your courtesy by interfering in any way with the progress of the investigation, which I certainly wished should be as deep and searching as possible, I beg leave now to take notice of one incident. In response to my application to your chairman for abstracts of any statements which had been made about me personally by any of your witnesses I have received the following note:

"In this connection I desire to say that I was in the city of Washington after the appointment of the present Commissioner of Indian Affairs was announced, and before he qualified and assumed the office. I called upon him at his office and attempted to give him some idea as to the condition of the Kickapoo Indians and my purpose toward them. He in a very arrogant and insulting manner said: 'If you have anything to present to me you may present it in writing, but you would have to swear to it before I will give it the consideration to read it.' Thus insulted, I left his office and of course did not present any communication to him.

"COMMISSIONER OF INDIAN AFFAIRS,
Washington, D. C.

"SIR: I hand you herewith a correct copy of a statement made by me to the subcommittee of the Senate on Indian Affairs, now investigating the affairs of the Kickapoo Indians. I recall no further personal reference to you, and assure you that the above is correct.

"W. J. BENTLEY.

"WASHINGTON, D. C., November 7, 1907."

I recall Mr. Bentley's visit to my office in the Wyatt Building shortly before I became Commissioner. I had known him slightly for some seven years, but had heard from some source, which I do not now remember, that he had been indicted and convicted in a prosecution brought by the Indian Office in connection with some alleged misappropriation of property while he was in charge of the Kickapoo Indians. As he entered my room he said:

"I don't believe you remember me?"

"Oh, yes," I answered, "but I supposed you were in the penitentiary."

"No," said he, "they tried to put me there but did not succeed."

He then went on to tell me a story of persecution and the like, in which I became interested, and presently asked him about how many Indians he had with him in Mexico, what sort of a place they were in, and a number of similar questions. By-and-by I inquired how they made a living. He answered, if I remember aright, that they farmed a little, enough for their immediate necessities, but that they had good hunting and fishing.

"Do they have any money to spend?" I asked.

"Yes," he said, "they have some money."

"Where do they keep it? Aren't they in danger of being robbed?"

"They give it to me to keep for them."

"What interest do you allow them?"

"Oh, they don't want any interest; they just want to know that it's safe, and they have every confidence in me."

"Then you have the use of their money at no cost?"

"That is it. They are willing I should have that in exchange for taking care of their money for them."

The whole scheme, as he outlined it then, with its peculiar form of trusteeship and the lack of any title which I could discover which assured the Indians of a permanent possession of their Mexican land, seemed to me so chimerical that I expressed my astonishment to him. This drew from him in turn an apparently hearty invitation—indeed, with some urgency—to come down to Mexico after I became Commissioner and see for myself how comfortably his Indians were situated. I answered that perhaps I would; at any rate, I would try to send some one in whom I had confidence, even if I could not go myself. I have never known until this moment that I was arrogant or insulting in manner; on the contrary, I assumed, from the hospitality offered me, that my manner had seemed to my visitor entirely courteous.

The conversation was then shifted by Mr. Bentley to the wrongs he had suffered at the hands of the Indian Office, and how the Office had been misled by false statements about himself and his plans, and the like, and he announced that he would

call on me at my convenience and go over the whole ground with me. As this involved charges of bad faith and misconduct on the part of several persons who would soon be my subordinates in Office, I met it in the same way that I meet every such proposal by insisting that whatever he had to say in that line he should present in writing and swear to it. If that was arrogant or insulting, I must plead guilty to having insulted some hundreds of other persons since I have been in office, including, doubtless, several of the constituents of the Senators composing your subcommittee; and yet, as a rule, these very persons thank me for the patience with which I dig personally into their affairs when they have furnished me with affidavits containing charges and specifications.

In connection with this, I may add that my attitude throughout the Bentley episode has been that of an investigator simply trying to get at the proof, punish the guilty parties, and vindicate the reputations of any who have suffered false charges, and all this regardless whether they were outsiders or persons in the Government service, and your subcommittee can learn from any employee of the Indian Office who has come into contact with this matter that I have not only forbidden the obtrusion of any personalities, but insisted that there should be no obstructive tactics, no ill-tempered letters, no assumptions of facts which did not appear, and no magnifying of any facts which did appear; in short, that the correspondence and reports emanating from the office should throughout be dignified and becoming in tone, no matter what the personal impressions of their authors might be as to any of the parties under investigation, or how unreasonable and irritating the demands made from any quarter. I think that a review of the exhibits bearing date since I assumed charge of the Office will show that my orders were obeyed.

In order to place myself on the same footing I require other persons to stand on who come before me in cases of importance, I have appended to this letter my affidavit of its correctness.

Very respectfully,

F. E. LEUPP, *Commissioner.*

DISTRICT OF COLUMBIA, ss:

Before me, Laura B. Holderly, a notary public in and for the District aforesaid, personally appeared F. E. Leupp, Commissioner of Indian Affairs who, being first duly sworn, deposes and says that the statements of fact in the foregoing letter are true to the best of his knowledge and belief.

Subscribed and sworn to before me this 9th day of December, 1907.

[SEAL.]

LAURA B. HOLDERLY,
Notary Public.

EXHIBIT No. 175.

OKLAHOMA CITY, December 15, 1907.

Senator H. M. TELLER,
Washington, D. C.

DEAR SENATOR: The story of an Indian as he is, told by an agent in the field, who dares to give utterance to honest sentiments and convictions, is a rarity indeed, as most employees of the Indian Bureau value their jobs and therefore conform their utterances to the known wish and policy of not only the Indian Bureau, but all other Indian's rights associations and so-called Indians' friends. When an agent varies from this beaten path, he is soon made to know the value of discretion and subservience by finding himself minus employment; it is therefore pretty well understood throughout the Indian service by all employees, both high and low, and a trite saying: "You must do nothing on your own initiative, let the Indian Office and Indian Rights Association think for you." If per chance you stray from this axiom and permit a little individuality and independence to creep into your actions nothing but the strong arm of the President can save you from ultimate discharge in disgrace. An instance of official subservency and lack of initiative came under my observation when making my first quarterly payment to the Osage Indians. I noticed that nearly all the young adults belonging to the tribe were signing the pay rolls by mark. I thought it strange and asked if they could not write. They answered "yes," I asked why they did not sign their names to the rolls instead of "touching the pen." An old and experienced clerk of the agency and in the Indian Service spoke up and said: "Major, they have heretofore always signed the rolls by mark; now, if you have them sign their own names it will cause you all kinds of trouble." Well, I had them sign their own names and the curious thing about it is that it did cause me considerable trouble and annoyance to convince the Government that the Indians could actually write their own names.

In treating the Indian question I wish to entirely eliminate the mixed blood from consideration; they may be Indians by right of inheritance, but from a social and economic standpoint they are not Indians; as their chance in life depends frequently if not wholly on the amount of Indian blood coursing through their veins, the full-blood Indian must therefore be considered in a class wholly by himself. As to his rights to tenure of land Theodore Roosevelt, in his book "Hunting Trips of a Ranchman," voices the sentiment of a large class of western people. He says, page 36: "During the past century a good deal of sentimental nonsense has been talked about our taking the Indians' land. Now, I do not mean to say for a moment that gross wrong has not been done the Indians, both by Government and individuals, again and again. The Government makes promises impossible to perform, and then fails to do even what it might toward their fulfillment; and where brutal and reckless frontiersmen are brought into contact with a set of treacherous, revengeful, and fiendishly cruel savages a long series of outrages by both sides is sure to follow. But as regards taking the land, at least from the western Indians, the simple truth is that the latter never had any real ownership in it at all. Where the game was plenty, there they hunted; they followed it when it moved away to new hunting grounds, unless they were prevented by stronger rivals; and to most of the land on which we found them they had no stronger claim than that of having a few years previously butchered the original occupants. When my cattle came to the Little Missouri the region was only inhabited by a score or so of white hunters; their title to it was quite as good as that of most Indian tribes to the land they claim; yet nobody dreamed of saying that these hunters owned the country. Each could eventually have kept his own claim of 160 acres, and no more. The Indians should be treated in just the same way that we treat the white settlers. Give each his little claim; if, as would generally happen, he declines this, why, then, let him share the fate of the thousands of white hunters and trappers who have lived on the game that the settlement of the country has exterminated, and let him, like these whites who will not work, perish from the face of the earth which he cumbered."

However ephemeral the Indians' claim to land may be which he occupies, the Government, by a long series of treaties, has recognized their right to possession and has endeavored to assist the Indian in the proper use of the land as the white man sees it, viz, by following agricultural and stock-raising pursuits.

In the instance of the Osages, the Government at one time provided the various Indian families with cattle of good native stock, intending to encourage them in stock raising on their broad acres of pasture land; the industry thrived, their herds increased many fold, as their land is well adapted for stock raising; the Indian was well pleased with the enterprise, as it entailed very little manual labor. Here at last was something of a progressive, comprehensive nature, suited to the Indian at which he could thrive—raising herds of cattle and ponies. About this time some big Texas stockman or stockmen discovered the value of the Osage and Kaw pastures as an intermediate shipping ground and fattening place for their vast herds in transit to market. It did not take long for them to convince the authorities that the Indians were wasting their grass land by grazing and raising large herds of worthless ponies; that they were willing to pay handsomely for the use of these pastures for their Texas stock. The Indians protested—claiming that they valued their herds above the Texans' gold; that they were not commercially inclined—all to no avail; their splendid pastures were leased for a series of years to these wealthy cattle barons for 3 cents per acre annual rental. The Texas steer inoculated the Indians' native stock with the fever tick, all were gradually exterminated, a victim to officialism and greed. The cattlemen got the grass they wanted, and the Indian got the few paltry dollars therefor that he did not want.

Then, again, the Indians are continually urged to farm their broad acres, raise wheat, corn, turnips, and potatoes. Like some other landlords, he prefers to do this through hired help or by leasing. Is the Indian permitted to attend to leasing his own land, negotiate the terms thereof, receive his pay therefor, and secure the benefits of any mistakes he might make in experience, all the same as a white, freeborn man? Not on your life; the officiousness of the Indians' great friend again intervenes; all the leasing is done by Government agents and subject to the approval of the Secretary of the Interior. The Secretary sometimes accumulated a little valuable experience; the Indian never. As a consequence of this espionage the Indian has nothing better to do than to attend to his dances, smokes, etc., and in the interim to bless his great benefactor, who relieves him of all his cares and worriments. Spasmodically, after one hundred years of pampering in idleness, the Indian Office issues a manifesto to the effect that "the Indian who does not work can't eat." If the Indian were capable of work under such adverse circumstances, he would be superior to any known species of mankind.

The Indian parent yields to no human, to no species of fowl or beast in his love for his young. The devotedness of the mother to her babe is never surpassed and seldom equalled in the higher strata of society. Yet the Government practices the refined cruelty of tearing these children from their mothers breasts at the age of 4 years and sends them to Indian boarding schools forty weeks of the year, and the fond parent is reluctantly permitted to see them once a week for a few moments, provided the child is enrolled at the reservation school. Many Indian children of an advanced age are sent to nonreservation schools and the parents quite frequently never see them again in life, or, if sent back home, they are frequently so emaciated in the last stages of consumption as to be almost unrecognizable. All this is, however, on behalf and in the name of a higher civilization. The reservation boarding school, however, is where the humanitarians and social uplifters get in their most effective and dastardly work. All Indian children between the ages of 4 and 20 are forced to attend these schools, unless they should be assigned to a nonreservation school, presided over by properly assigned superintendents, matrons, teachers, seamstresses, laundresses, cooks, etc. Contact, environment, isolation, or some malign influence warps these otherwise most estimable people into most exacting tyrants in their intercourse with these poor little defenseless and almost parentless children, and they, in the name of being educated, become poor little slaves to the whims, wishes, and comfort of these Government emissaries. As an instance of the treatment accorded these poor waifs I will cite what came under my personal observation, and it is a fair index of the relations between employee and pupil. One day in the rounds of my duty I visited one of these boarding schools under my charge; I noticed that the bread being served to the children in the mess room was dry and stale; I called the matron, a most estimable lady and fully up to the average Indian school employee, and asked her why such bread was being fed to the children, at the same time bringing to her attention that the flour ration was way long and that consequently there was no need of economizing. "Why," she said, "Major (all Indian agents are majors or colonels), you see if we give them the bread fresh they eat so much." This is absolutely the truth. A little later I pointed to a dish sitting in the center of the table that had about a two weeks growth of whiskers on it, and asked the children what it contained; one little boy hazarded the guess that it was "prunes;" a little girl, however, contradicted him by saying it was peaches—none of them were positively sure what it contained, although it had helped to fill the table for two weeks, and was constantly present three times a day. I ask, What other mother on earth would submit to such treatment of her babes? The poor Indian mother submits only because it is in the rules and regulations and she can't help herself. Has educating the fullblood youth at nonreservation schools substantially benefited him? You hear of isolated cases of fullblood boys and men accomplishing something of merit in competition with his fellow-man. This is the exception, however. Returned to the reservation, he is neither Indian in devotion to his tribe and tribal matters, in sobriety and truthfulness, neither is he civilized in devotedness to duty, in industry, and constructive achievements. His life of enforced idleness is not conducive to good. Horse stealing, boot legging, or surreptitiously selling whisky are crimes too often traceable to his door. It is generally accepted as a truism on the Indian reservation that the worst and most intractable citizenship upon the reservation is the young ward of the Government who has obtained a smattering of education in the Government-conducted schools. It is also noticeably true that those children educated at the hands of church organizations are better behaved citizens and become more useful members of the tribe. The most all round satisfactory plan, however, is to conduct day schools and let the children attend as do the white children. I know this plan does not coincide with the accepted idea of enlightenment and civilization, but it nevertheless gives the best results.

An old Indian once told me, "We do not want to live with the white man; his ways are not ours; we want to be left alone." That is the milk in the cocoanut—the whole story. The Indian is true to himself only when he is an Indian and acts like one. He is not endowed with a liking or aptitude for commercialism; and were he, his hundred years of leaning on Uncle Samuel's arm would wholly incapacitate him. The cure for the present deplorable condition of the Indian, it seems to me, if first to divorce him from his fool friends, those whose theories, practices, and brutalities have brought on his present unenviable condition, then abolish the Indian Office and give the Indian the same opportunities accorded any other citizen of the United States, hold his homestead inalienable and turn him loose. To give him his entire freedom, however, it is absolutely essential to abolish the Indian Office. Let them receive their interest annuities at the hands of the Treasury Department, just as other pensioners are paid. Give the Indian the consideration and opportunity at least that we accord the Italian, German, Irish, or Swede and the Indian citizen will be far better contented and will make a better and more useful citizen, where citizenship is desired, and a more alien should emigration be his purpose.

Give an Indian the chance and privileges of a white man, and if he is not quite so prosperous in worldly goods, he will at least be quite as happy and contented. His condition can not become worse. Any change therefore would be for the better.

Practically all the glowing reports on file with the Departments showing progress made by the Indians are predicated on what the mixed bloods have accomplished and are doing; and as I said before should have no bearing whatever in considering the Indian problem. The question is naturally a broad one; its many ramifications would make a large volume.

Summed up, their constant cry to the Government throughout the ages was and is now, "We are different from you; our likes are not your likes, nor our tastes your tastes; our customs are not your customs nor our aims your aims; our God to resemble us must be red; leave us alone, leave us in peace."

Very truly, yours,

O. A. MITSCHER.

EXHIBIT No. 176.

STATE OF COAHUILA,
Muzquiz, Mexico, June 27 1906.

Hon. H. M. TELLER.

DEAR SENATOR: I pencil you these lines by candlelight in a Mexican prison, and to-day I have witnessed the last and most disgraceful chapter in Indian history. I am held in prison at the instance of two American officers, while their confidants rob the Indians.

It's the old Dickson investigation being continued as to the legality of the seven Kickapoo transfers. It's a fake and an excuse for my arrest.

When I telegraphed you and Senator Clapp neither of you probably thought the Department of the Interior would go to this extreme to defeat the object of the law.

The friends of Thackery were overheard to say that they would put up \$10,000 to bribe the Mexican authorities to hold me on some charge until the Kickapoos could be forced into line. John Mine and most of the tribe refuse to have anything to do with the land sharks, but they have strained their credit to the limit, and hunger would soon throw the weaker ones into their clutches.

There is a Hitchcock warrant for me on the other side of the river, so I can not go over there. The consular officers are prohibited from taking Kickapoo acknowledgments for me and they will render me no aid, so you see I am in a sad predicament and will be fortunate to get out of here alive.

I could control all the Indians as against the public, but when these American officers come, backed up by the United States Government, telling everyone that I am a robber it disgraces me in the estimation of everyone.

With the Indian Department it seems to be rule or ruin, and at least 30 Kickapoos have gone down.

The great Government of the United States, through its agents, taking the last foot of land upon earth rather than see them succeed here.

Most respectfully,

M. J. BENTLEY.

EXHIBIT No. 177.

KINGFISHER, OKLA., November 22, 1907.

Mr. WALTER S. FIELD,
Room 620, Colorado Building,
Washington, D. C.

DEAR FRIEND: I received your letter about two weeks ago.

Well, friend, there are more than half of our Cheyenne people that don't want to stay here to live. You know the Cheyennes are all northern Indians and they never like it here. Just now the Cantonment and Red Moon Cheyennes want to leave this country some way that they can make it.

I want to tell you that the majority of Cheyennes will sell out and get out of here if you can open a way for them to do so. I would like to have you arrange it some way so some of the Cheyennes can go with you to look at the country, and if they like it they will sure all want to move. Everybody will be in favor of it.

There are only a few schoolboys that can get along here among the white people, but most of the older Indians will never be equal with whites. It is a great mistake to try to make us like white people in a day. But my people can not do a thing, as the agent will not listen to our wishes, and, besides, the Washington people seem to want to push things too fast.

Well, no need for me to tell you more about us, because you have been here and seen for yourself that our people are poor and that the Government does not recognize our chiefs any more. Just now the Indians are poorer than they were before the country opened for settlement.

I thank you for all the information you send to me, and now is the time for my people to depend on you to fight for them.

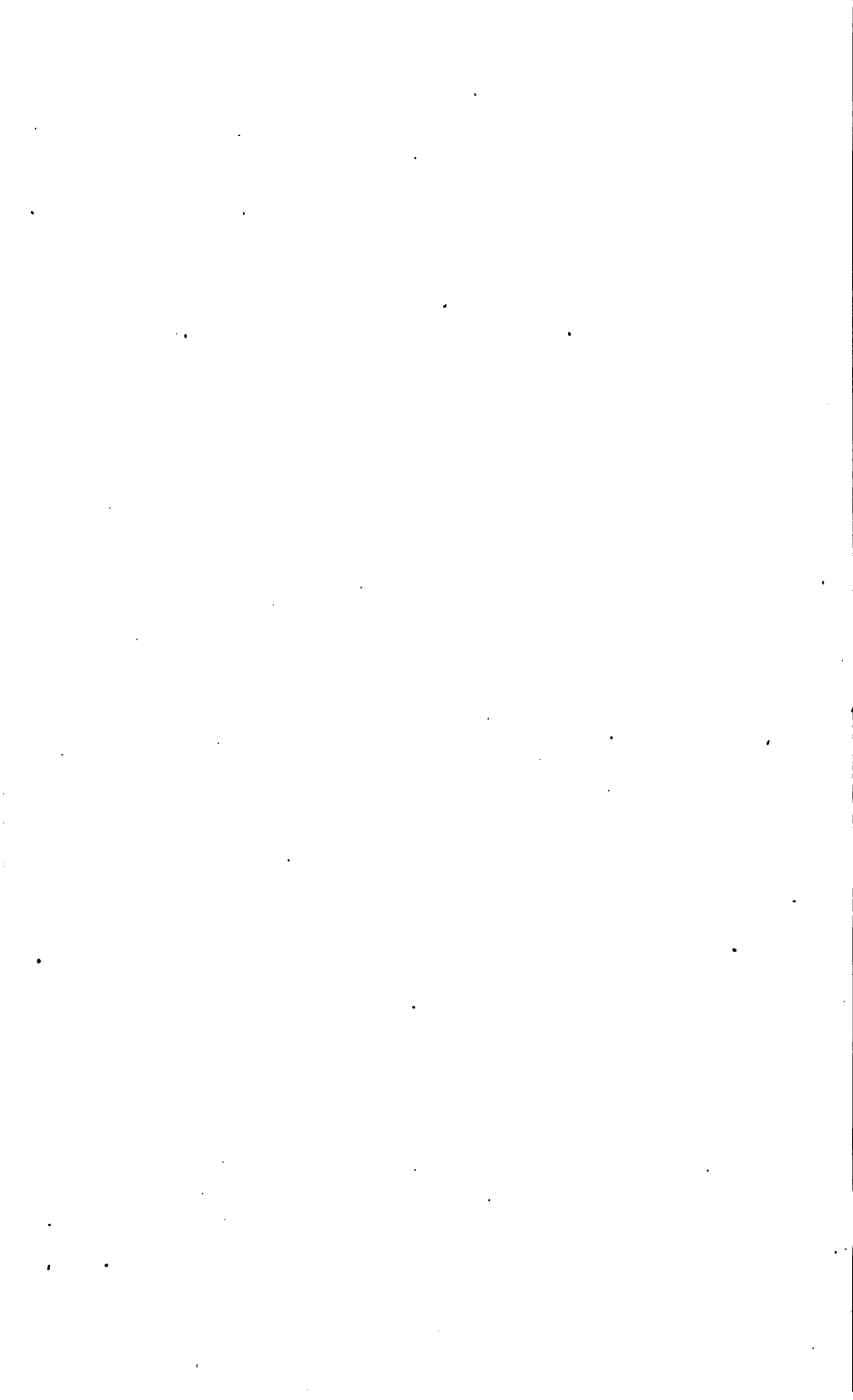
It seems that every Indian who has sold land is poorer than before he sold. I just like to hear the Commissioner who makes the laws for us was here to see for himself.

We want to know if you will help us out if some of our chiefs come to Washington, paying their own expenses, or how can they go there now. All Indians are well. Write to me as soon as you get this letter.

Your friend,

BULL BEAR.

(NOTE.—Exhibits numbered from 178 to 190, both inclusive, will be found in Volume II of the testimony.)



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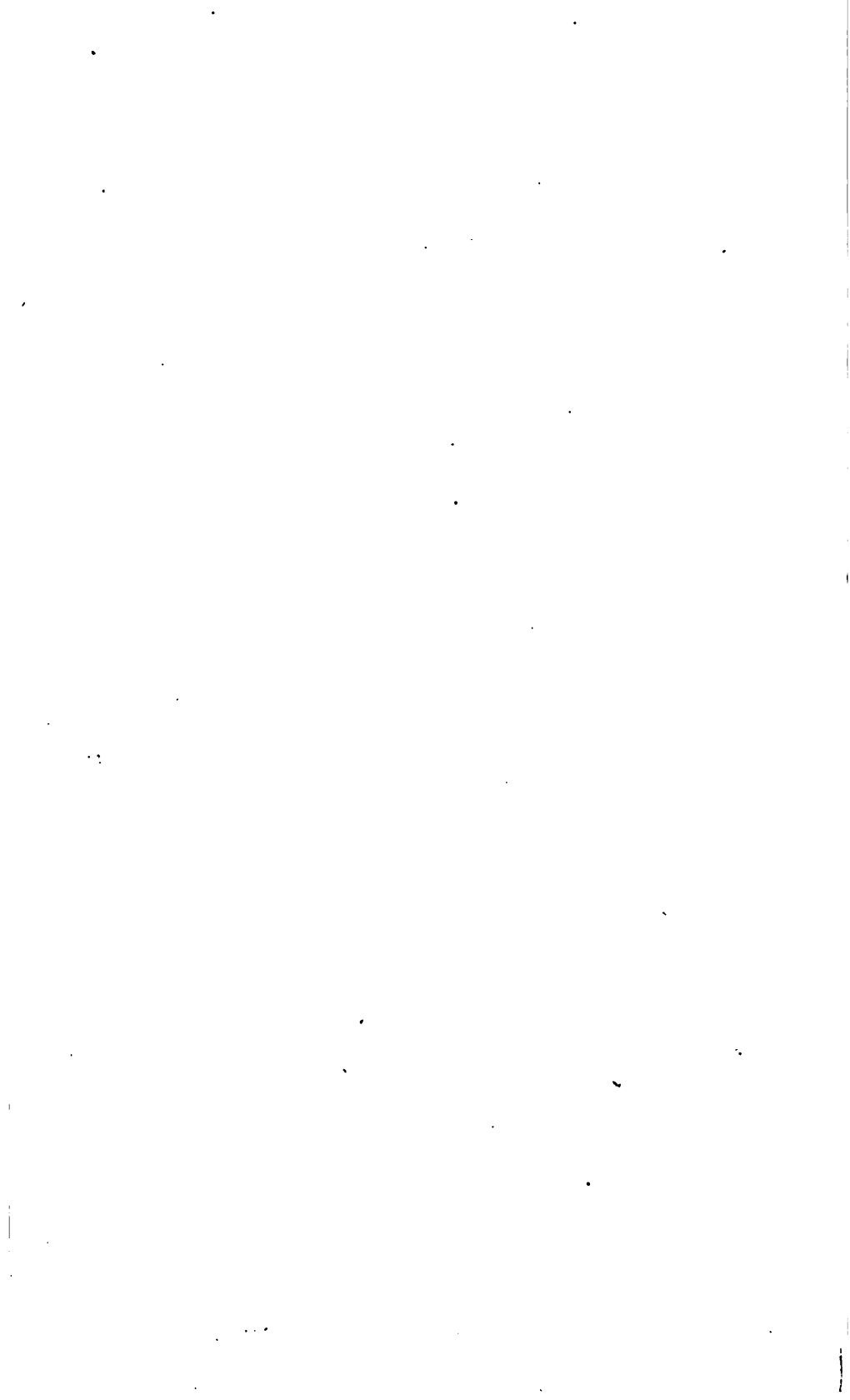












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